HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, November 15, 2022
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 SWEARING-IN CEREMONY

4.A *Swearing-in of Commissioner Don Elwell by Reverend Richard Norris of Trinity Lutheran*

4.B *Swearing-in of Commissioner Arlene Tuck by the Honorable Judge Peter Estrada*

5 ELECTION OF CHAIR AND VICE-CHAIR:

5.A *Request by presiding Chair Campbell to open nominations for Chairperson.*
Election of Chair and Vice Chair Resolution.pdf

5.B *Request by the Chairperson to open nominations for Vice-Chairperson.*

6 ANNOUNCEMENTS - Due to agenda production prior to impacts from Tropical Storm Nicole, any upcoming meetings will be announced at the Board meeting

7 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

8 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

8.A *Recognition of Robin Souder, Parks & Facilities Custodian, on her retirement.*
Lance Marine, Parks & Facilities Director

8.B *Request approval of a Proclamation recognizing November 16th, 2022 as "GIS Day" in Highlands County, Florida*
Carley Fitzgerald, GISP
No fiscal impact.
GISDay_Proclamation_221116.pdf

9 PUBLIC COMMENT

10 CONSENT AGENDA

10.A *Request approval of letters of support for Avon Park, Sebring, and Lake Placid for Enterprise Florida's Rural Development grants.*
Jeff King, Executive Manager of Business and Economic Development
There is no fiscal impact.
LOS Avon Park.docx
LOS Lake Placid.docx
LOS Sebring.docx

10.B *Request adoption of Resolution 22-23-21 for Budget Amendment 22-23-019 to realign funds for Project 12054 (Memorial Dr Pipe Replacement & Extension) and re-appropriating said funds into Project 22031 (Schumacher Rd Pipe Lining), and rolling Project 21093 and 21094 from FY 21/22 into FY 22/23. This amendment realigns $88,043.92.*
Chris Pruzinsky, Road & Bridge Operations Supervisor
The fiscal impact is a net increase to Fund 151 (Local Gov't Infrastructure Surtax) and to the overall budget. This budget amendment is moving adopted funds from Project (12054) and re-appropriating said funds into Project #22031 (Schumacher Rd Pipe Lining), and rolling Project #21093 and #21094 from FY 21/22 into FY 22/23 for a net increase of $88,043.92.
22-23-019R R&B Projects Rolled (Resolution).pdf
22-23-019 R&B Projects (BA).pdf

10.C *Request approval of the minutes from the September 20, 2022, Budget Public Hearing, the September 20, 2022, Special Meeting, the September 26, 2022, and October 3, 2022, Emergency Meetings, and the October 4, 2022, and October 18, 2022, Regular Meetings of the Board.*
092022BudgetPH.pdf
092022SPECIAL.pdf
092622Emergency_Ian.pdf
100322Emergency_Ian.pdf
100422REG.pdf
101822REG.pdf

10.D *Request approval of Budget Amendment 22-23-020 and associated Resolution 22-23-25 to appropriate grant funds to Project 22032 for LATCF- Employee Development Funds from the U.S. Treasury.*
Liz Barber, Legislative Affairs & Grants Coordinator
The fiscal impact is an increase to Fund 005 (General Fund) and account 3315100Z (American Rescue Plan Act) in the amount of $100,000.00.

This project will be managed under the discretion of the county administrator for employee development.
22-23-020 Proj 22032 LATCF- Emp Dev Funds Grant (BA).pdf
22-23-020R Proj 22032 LATCF- Emp Dev Funds Grant (Resolution).pdf

10.E *Request adoption of Resolution 22-23-24 to establish a public hearing date of December 6, 2022, to discuss and consider closing a platted 20-foot alley at 91*

Atherton Ave NW.
Clinton Howerton, Jr., P.E., County Engineer
Resolution 22-23-24 VOR Packet_91 Atherton Ave.pdf

10.F *Request approval of Consultant Service Authorization (CSA) No. 1-2 with Jones Edmunds & Associates, Inc. for Additional Engineering Services to Evaluate Systems Operations and Additional Temporary Operation at the Highlands County Solid Waste Management Center and Closed Desoto City Landfill.*
Clinton Howerton, Jr., P.E., County Engineer
20-024 Jones Edmunds CSA 1-2 Agenda.pdf

10.G *Request adoption of Resolution 22-23-19 for Budget Amendment 22-23-016 to appropriate Insurance Proceeds in the amount of $107,415.81 for the repair of Landfill JD 850 Dozer, LF320.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact will be a increase to Fund 401 (Solid Waste Enterprise) in the amount of $107,415.81. The funds will be appropriated in Cost Center 4210 (Refuse Disposal System), Account 54600 (Repairs & Maintenance).
22-23-016 Solid Waste Insurance Proceeds_JD 850 Dozer (BA).pdf
22-23-016R Solid Waste Insurance Proceeds JD 850 Dozer (Resolution).pdf

10.H *Request approval of insurance premium write-off of uncollectible funds*
Sherri Bennett, HR Manager
Fiscal Impact is a decrease of $ 3,346.31 to the Insurance Reserve Fund
Insurance Delinquencies Write Offs 9.30.2022.pdf

10.I *PFM Financial Advisors, LLC request approval of renewal agreement*
Tanya Cannady, Business Services Director
David Nitz, OMB Manager
Agreement.PFM Financial-w-exhibits Rev Address 11-8-2022_PFM_Executed.pdf

10.J *Request approval of a High Impact Signature Event Tourist Development Tax Grant in the amount up to $65,000 per year for the GFNY Florida Sebring Cycling for years 2023 through 2025.*
Leah Sauls, Development Services Director
This approval will allocate up to $65,000 total from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services) which is included in FY 2023, 2024, and 2025.
Lidia_Fluhme_-_Notarized_ContractGFNYCycling2023.pdf

10.K *Request approval of Budget Amendment 21-22-141 for 4th quarter FY 22 reemployment charges*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring funds from cost center 2111 (Central Services) to cost center 2106 (Office of Mgmt. & Budget) in the amount of $875.94. In addition, there is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as this budget amendment is realigning $979.59 in cost center 4210 (Refuse Disposal System) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation).
21-22-141 Reemployment Tax - 4th Q 22 (BA).pdf

10.L *Request authorization to submit a formal request to FDOT pertaining to that grant funding Agreement, Financial Project No. 436642-1-54-01/02, Project No. 18008, for a requested increase in compensation, in the amount of $230,673.28, on behalf of Cobb Site Development, Inc., related to the W. Stryker Road Project, from North Olivia Drive to US 27, with the understanding that any increase in funding to be provided to Cobb Site Development, Inc., by the County shall be limited by any amount approved by FDOT and that to the extent FDOT authorizes an increase in funding, the increase shall be provided only through written Amendment to the Agreement approved by Highlands County through separate agenda item.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 151 (Local Gov't. Infrastructure Surtax) or the overall budget. The request is for FDOT to provide an additional $230,673.28 for construction at the request of Cobb Site Development, Inc.
20221103135654003_Cobb Request.pdf

11 BOARD APPOINTMENTS:

11.A *Request reappointment of two regular members and appointment of two new regular members to the Historic Preservation Commission*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Belli Application.pdf
Robinson Application.pdf
Schmidt Application.pdf
Thomas Application.pdf

12 PUBLIC HEARING

12.A *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-607SS, for an approximate 3-acre parcel to remove a previously assigned condition.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
CPA-22-607SS Staff Report for BCC AA Baranes LLC.pdf
FDOH No Objection.pdf
CPA-22-607SS Application.pdf
CPA-22-607SS Ordinance AA Baranes LLC.pdf

12.B *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-608SS, for an approximate 4.62-acre parcel, from Existing Designation Category (E) to Agriculture (AG).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
CPA-22-608SS Staff Report for BCC Pinchassow.pdf
CPA-22-608SS Application Pinchassow.pdf
CPA-22-608SS Ordinance Pinchassow.pdf

12.C *Public hearing to consider adoption of P&Z Hearing No. 2112, changing the Official*

Zoning Atlas for an approximate 13.12-acre parcel, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD).
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
P&Z 2112 Staff Report for BCC NSLP, Senior Housing.pdf
P&Z 2112 Application - NSLP, Senior Housing.pdf
P&Z 2112 Resolution - NSLP, Senior Housing.pdf

12.D *Public hearing to consider adoption of P&Z Hearing No. 2113, changing the Official Zoning Atlas for an approximate 28.48-acre portion of a 49.88-acre parcel, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
P&Z 2113 Staff Report for BCC NSLP, The Farm.pdf
P&Z 2113 Application - NSLP, The Farm.pdf
P&Z 2113 Resolution - NSLP, The Farm.pdf

12.E *Public Hearing to consider text amendments to Article 5 of the Highlands County Land Development Regulations, pertaining to multiple sections.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
LDR Amendments Summary by Section Article 5.pdf
Ordinance Amend Article 5.pdf

13 ACTION AGENDA

13.A *Request adoption of Resolution 22-23-20 for Budget Amendment 22-23-017 to appropriate grant revenue and CFS funds into Project 21104 - Spring Lake Airport Station 20 to perform a study.*
Sarah Albritton, Capital Projects Manager
The fiscal impact is an increase to Fund 181 (Fire Assessment) and overall budget in the amount of $3,000,000.
22-23-017 Proj 21104 Spring Lk Airport ST 20 (BA).pdf
22-23-017R Proj 21104 Spring Lake Airport Station 20 (Resolution).pdf
signed Highland County BOCC_pre-agreement.pdf

13.B *Lake Letta Water Level Discussion*
Clinton Howerton Jr., P.E., County Engineer
Dawn Ritter - Natural Resources Manager
Chris Pruzinsky - Road and Bridge Operations Supervisor
Fiscal impact is dependent on action requested. No action is proposed at this time therefore there would be no fiscal impact.

13.C *Temporary placement of RVs for living purposes following natural disasters.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager

14 COUNTY ADMINISTRATOR AND LEGAL

14.A *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, Interim County Administrator
There is no fiscal impact.
Project Updates (FINAL) 11.15.2022.pdf
Commissioner's Priorities (FINAL) 11.15.2022.pdf

14.B *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
Legal_Long_Range_Log.docx

14.C *Temporary appointment of County Administrator pursuant to Highlands County Code of Ordinances CHAPTER 2, ARTICLE IV, SECTION 2-56.*
Sherry G, Sutphen, County Attorney

14.D *Review of Semifinalists with SGR (Lissa Barker) and direction related to finalist.*
Sherry G. Sutphen, County Attorney

15 COMMISSIONERS

16 INFORMATIONAL

16.A *Board payables from November 1, 2022 to November 14, 2022*

17 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 15, 2022

PRESENTER:

SUBJECT/TITLE: **Swearing-in of Commissioner Don Elwell by Reverend Richard Norris of Trinity Lutheran**

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:

SUBJECT/TITLE: Swearing-in of Commissioner Arlene Tuck by the Honorable Judge Peter Estrada

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Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:

SUBJECT/TITLE: Request by presiding Chair Campbell to open nominations for Chairperson.

STATEMENT OF ISSUE

The election of the Chairperson is held annually, and is conducted pursuant to the procedures adopted in Resolution No. 20-21-25.

RECOMMENDED ACTION

November 15, 2022

Attachments: Election of Chair and Vice Chair Resolution.pdf

RESOLUTION NO. 20-21-25

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS CREATING A PROCESS FOR THE ELECTION OF THE CHAIRPERSON AND VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN ELECTION PROCESS; 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 Florida Statutes, Section 125.01 the County has the power to carry on county government in a manner which is not inconsistent with general or special law; and

WHEREAS, such powers include the ability to adopts its own rules of procedure related to the conduct of its official meetings; and

WHEREAS, the Board of County Commissioners elects a Chairperson and Vice-Chairperson from its membership annually; and

WHEREAS, the County has determined that it is in its best interest to adopt a process for conducting such elections in an orderly and effective manner.

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

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

SECTION 2. Election Process.

A. The election of the Chairperson and Vice-Chairperson of the Highlands County Board of County Commissioners shall be conducted each year at the second regular meeting in November.

B. At the beginning of the second regular meeting in November, as soon after the roll call as reasonably possible, the presiding Commissioner shall open nominations for Chairperson under the following procedure:

- Any Commissioner may bring forth a nomination;
- A Commissioner does not have to get recognition to make a nomination and may call out a name at any time;

- A nomination does not need a second; however, a Commissioner is not out of order by offering a second;
- A Commissioner can only nominate one person;
- The presiding Commissioner can continue presiding, even if he or she receives a nomination;
- A Commissioner can decline a nomination;
- Once it is apparent that no further nominations are being offered, the presiding Commissioner will close nominations;
- Each nomination will be taken in the order received, beginning with the first nomination and continuing with each successive nomination until a majority vote is received to elect the Chairperson.

C. The newly elected Chairperson shall take over as presiding Commissioner and the above procedure shall be repeated for election of the Vice-Chairperson.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the adoption of a process for the election of the Chairperson and Vice-Chairperson of the Board of County Commissioners, 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 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

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

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

Signatures on Following Page

PASSED AND ADOPTED this 3rd day of November, 2020.

SEAL

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
William R. Handley, Chairman

ATTEST:

_____
Jerome Kaszubowski
Highlands County Clerk of Court

G:\COUNTY\RESOLUTIONS\Board of County Commissioners\Resolution Election BOCC Chair ViceChair.SGS.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:

SUBJECT/TITLE: Request by the Chairperson to open nominations for Vice-Chairperson.

STATEMENT OF ISSUE

The election of the Chairperson is held annually, and is conducted pursuant to the procedures adopted in Resolution No. 20-21-25.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER: **Lance Marine, Parks & Facilities Director**

SUBJECT/TITLE: **Recognition of Robin Souder, Parks & Facilities Custodian, on her retirement.**

STATEMENT OF ISSUE

Robin Souder started with the County May 17, 2005 as a custodian with the Facilities Management Department. We honor her for the 17 plus years of excellent service to our team and celebrating the legacy of hard work and commitment she leaves behind.

RECOMMENDED ACTION

Recognize Robin Souder, Parks & Facilities Custodian, on her retirement.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: NOVEMBER 15, 2022

PRESENTER: **Carley Fitzgerald, GISP**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing November 16th, 2022 as "GIS Day" in Highlands County, Florida**

STATEMENT OF ISSUE

GIS 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 interactive ways.

GIS Day is a global event that shows how geography and the real-world applications of GIS are making a difference in business, government and society. These events are a way to celebrate the impactful work of GIS professionals and serve to ignite the imagination of future innovators who will further advance global progress using GIS.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing November 16th, 2022 as "GIS Day" in Highlands County, Florida.

FISCAL IMPACT

No fiscal impact.

Attachments: GISDay_Proclamation_221116.pdf

PROCLAMATION

WHEREAS, the Highlands County Board of County Commissioners 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, benefitting 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, the Highlands County Board of County Commissioners 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 Board of County Commissioners 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 Board of County Commissioners, Highlands County, Florida, do hereby proclaim November 16, 2022 as GIS Day.

Done and adopted this 15th day of November 2022.

_____

Chairperson
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Jeff King, Executive Manager of Business and Economic Development**
SUBJECT/TITLE:	**Request approval of letters of support for Avon Park, Sebring, and Lake Placid for Enterprise Florida's Rural Development grants.**

STATEMENT OF ISSUE

Enterprise Florida has released the Rural Development Toolkit Grant applications. Avon Park, Sebring, and Lake Placid all qualify to apply for grant dollars to use towards engineering costs for infrastructure and need letters of support for this grant.

RECOMMENDED ACTION

Move to approve letters of support for Avon Park, Sebring, and Lake Placid for Enterprise Florida's Rural Development grants.

FISCAL IMPACT

There is no fiscal impact.

Attachments: LOS Avon Park.docx
LOS Lake Placid.docx
LOS Sebring.docx

Dear Enterprise Florida,

This letter is to express Highlands County Economic Development's support of the City of Avon Park's Enterprise Florida Rural Toolkit Grant applications. The City of Avon Park, known as the City of Charm, is a community of just over 10,000 residents. Avon Park is the northern-most of three municipalities in Highlands County which is a rural designated community and part of the South-Central Rural Area of Opportunity (RAO).

The Avon Park Executive Airport and Industrial Site consists of 800 acres of developable industrial land, recently reviewed in Duke Energy's Site Readiness Program. Following this program, the City of Avon Park plans to use these grant dollars to follow recommendations made by the program to make this industrial area a desirable place for business.

Highlands County Economic Development greatly appreciates Enterprise Florida's consideration of the grant applications by the City of Avon Park. If awarded, the grant will be able to be put to good use immediately.

Sincerely,

Chairman of the Board
Highlands County Board of County Commissioners

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

Dear Enterprise Florida,

This letter is to express Highlands County Economic Development's support of the Town of Lake Placid's Enterprise Florida Rural Toolkit Site Preparedness Grant application. The Town of Lake Placid, is a community of just over 2,600 residents and is the southernmost of the three municipalities in Highlands County which is a rural designated community and part of the South-Central Rural Area of Opportunity.

The Lake Placid Industrial Site is the only designated industrial area in the town. This area lacks much of the infrastructure needed to attract businesses to our area. This grant will be used to support infrastructure engineering costs.

Highlands County Economic Development greatly appreciates Enterprise Florida's consideration of this grant application by the Town of Lake Placid. If awarded, the grant will be able to be put to good use immediately.

Sincerely,

Chairman of the Board
Highlands County Board of County Commissioners

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

Dear Enterprise Florida,

This letter is to express Highlands County Economic Development's support of the City of Sebring's Enterprise Florida Rural Toolkit Site Preparedness Grant application. The City of Sebring is the center of three municipalities in Highlands County, which is a rural designated community of the South-Central Rural Area of Opportunity (RAO).

The Sebring Multimodal Logistics Center serves as one of the primary industrial areas in Highlands County. One of factors inhibiting growth is the capacity of existing infrastructure, specifically wastewater. This grant will be designated to engineering costs to connect the Center's system with the City of Sebring's wastewater system.

Highlands County Economic Development greatly appreciates Enterprise Florida's consideration of this grant application by the City of Sebring. If awarded, the grant will be able to be put to good use immediately.

Sincerely,

Chairman of the Board
Highlands County Board of County Commissioners

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Chris Pruzinsky, Road & Bridge Operations Supervisor**
SUBJECT/TITLE:	**Request adoption of Resolution 22-23-21 for Budget Amendment 22-23-019 to realign funds for Project 12054 (Memorial Dr Pipe Replacement & Extension) and re-appropriating said funds into Project 22031 (Schumacher Rd Pipe Lining), and rolling Project 21093 and 21094 from FY 21/22 into FY 22/23. This amendment realigns $88,043.92.**

STATEMENT OF ISSUE

This Budget Amendment 22-23-019 is to adjust the rollover for Project 12054 (Memorial Dr Pipe Replacement & Extension) and transfer $29,000 to Project 22031 (Schumacher Rd Pipe Lining) for an emergency need that has arisen and to also rollover Projects 21093 (E Winthrop St) & 21094 (AP Fuel Island) from FY 21/22 into FY 22/23 that did not get rolled in accordance with FYE 21/22 balances.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-21 for Budget Amendment 22-23-019 to adjust the rollover for Project 12054 (Memorial Dr Pipe Replacement & Extension) and transfer $29,000 to Project 22031 (Schumacher Rd Pipe Lining) for an emergency need that has arisen and to also rollover Projects 21093 (E Winthrop St) & 21094 (AP Fuel Island) from FY 21/22 into FY 22/23 that did not get rolled in accordance with FYE 21/22 balances.

FISCAL IMPACT

The fiscal impact is a net increase to Fund 151 (Local Gov't Infrastructure Surtax) and to the overall budget. This budget amendment is moving adopted funds from Project (12054) and re-appropriating said funds into Project #22031 (Schumacher Rd Pipe Lining), and rolling Project #21093 and #21094 from FY 21/22 into FY 22/23 for a net increase of $88,043.92.

Attachments: 22-23-019R R&B Projects Rolled (Resolution).pdf

22-23-019 R&B Projects (BA).pdf

RESOLUTION NO. 22-23-21

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-019 TO THE LOCAL GOVT INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-019 is hereby approved and authorized to adjust the rollover for Project 12054-Memorial Dr Pipe Replacement & Extension and transfer $29,000 to Project 22031-Schumacher Rd Pipe Lining for an emergency need that has arisen and to also rollover Projects 21093-E Winthrop St & 21094-AP Fuel Island from FY 21/22 into FY 22/23 that did not get rolled in accordance with FYE 21/22 balances. The fiscal impact is a net increase in the amount $88,043.92.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters

relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 15th day of November, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
October 27, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/26/2022** SUBMITTED BY: **Jonathan Harrison**

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

PROJECT(S) #: **12054 / 22031 / 21093 / 21094** PROJECT TITLE(S): **Memorial Dr Pipe Replacement & Ext. / Schumacher Rd Pipe Lining / E Winthrop St / AP Fuel Island** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Balance Forward	12054	171,768.00		41,803.41	129,964.59
E	151	4102A	56301Z	Project Capital Infrastructure	12054	171,768.00		41,803.41	129,964.59
R	151		3999100Z	Project Fd Balance Forward	22031	0.00	29,000.00		29,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	22031	0.00	29,000.00		29,000.00
R	151		3999100Z	Project Fd Balance Forward	21093	0.00	64,222.36		64,222.36
E	151	4102A	56301Z	Project Capital Infrastructure	21093	0.00	64,222.36		64,222.36
R	151		3999100Z	Project Fd Balance Forward	21094	0.00	36,624.97		36,624.97
E	151	4102A	56301Z	Project Capital Infrastructure	21094	0.00	36,624.97		36,624.97

REASON: **To adjust the rollover for Project 12054-Memorial Dr Pipe Replacement & Extension and transfer $29,000 to Project 22031-Schumacher Rd Pipe Lining for an emergency need that has arisen and to also rollover Projects 21093-E Winthrop St & 21094-AP Fuel Island from FY 21/22 into FY 22/23 that did not get rolled in accordance with FYE 21/22 balances.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 22-23-019

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

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the September 20, 2022, Budget Public Hearing, the September 20, 2022, Special Meeting, the September 26, 2022, and October 3, 2022, Emergency Meetings, and the October 4, 2022, and October 18, 2022, Regular Meetings of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the September 20, 2022, Budget Public Hearing, the September 20, 2022, Special Meeting, the September 26, 2022, and October 3, 2022, Emergency Meetings, and the October 4, 2022, and October 18, 2022, Regular Meetings of the Board.

Attachments: 092022BudgetPH.pdf
092022SPECIAL.pdf
092622Emergency_Ian.pdf
100322Emergency_Ian.pdf
100422REG.pdf
101822REG.pdf

PUBLIC HEARING OF THE BOARD to consider the FY 2022-2023 TENTATIVE BUDGET

SEPTEMBER 20, 2022

1. The meeting was called to order at 5:30 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp **Commissioner Chris Campbell**
Commissioner Kevin J. Roberts **Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac

Also present: Laurie Hurner, Interim County Administrator, Matt Raulerson, Assistant County Attorney; Sally Hood, Director of Accounting & Finance for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. ***See Proof of Publication file.***

2. INVOCATION
The meeting opened with a prayer led by Commissioner Kevin J. Roberts.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Highlands County Sheriff Paul Blackman.

4. Public hearing statement (read by Chair) to identify the millage rate and purpose of the Public hearing.
Chairman Rapp read the announcement sheet into the record. Notice of this public hearing was submitted to the Clerk to become part of the permanent record. ***See SMB 149 Page 109.***

5. Budget Presentation by OMB Staff

A. Presentation of the Fiscal Year 2022-2023 Tentative Budget Power Point
David Nitz, OMB Manager, gave a brief presentation of the Fiscal Year 2022/2023 Tentative Budget. ***See SMB 149 Page 110.***

6. Final Budget Adoption Public Hearing open to public input, discussion and comments.
Chairman Rapp opened the floor to the public. Input was not provided.

7. Motions for Resolutions for adoption of the 2022-2023 Budget.

A. Review of the FY 2022-2023 Tentative Budget and Adoption of Resolutions as required by the State Department of Revenue.

1.) Resolution No. 21-22-194 to Adopt the Final Millage Rate
Commissioner Campbell read into the record the Resolution adopting the Final Millage Rate for FY 22/23.

Commissioner Kirouac moved approval to adopt the Resolution as read. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 115 & SMB 149 Page 111.***

2.) Resolution No. 21-22-195 to Adopt the Final Budget

Commissioner Tuck read into the record the Resolution adopting the Final Budget for FY 22/23.

Commissioner Kirouac moved approval to adopt the Resolution as read. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 33 Page 116 & SMB 149 Page 111.***

3.) Resolution No. 21-22-196 to Adopt the Special Benefit Assessment Districts Budget

Commissioner Kirouac read into the record the Resolution adopting the Special Benefit Assessment Districts Budget for FY 22/23.

Commissioner Campbell moved approval to adopt the Resolution as read. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 117 & SMB 149 Page 111.***

4.) Resolution No. 21-22-197 to Adopt the Fee Schedule

Commissioner Roberts read into the record the Resolution adopting the Fee Schedule for FY 22/23.

Commissioner Kirouac moved approval to adopt the Resolution as read. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 33 Page 118 & SMB 149 Page 111.***

5.) Resolution No. 21-22-198 to Adopt the Capital Financial Strategy (CFS)

Commissioner Campbell read into the record the Resolution adopting the Capital Financial Strategy (CFS) for FY 22/23.

Commissioner Roberts moved approval to adopt the Resolution as read. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 33 Page 119 & SMB 149 Page 111.***

8. ADJOURN

The meeting was adjourned at 5:55 p.m.

SPECIAL MEETING OF THE BOARD, SEPTEMBER 20, 2022

1. The meeting was called to order at 5:55 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp
Commissioner Chris Campbell
Commissioner Kevin J. Roberts
Commissioner Arlene Tuck
Commissioner Scott A. Kirouac

Also present: Laurie Hurner, Interim County Administrator, Matt Raulerson, Assistant County Attorney; Sally Hood, Director of Accounting & Finance for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Commissioner Kevin J. Roberts (during the Tentative Budget Public Hearing).

3. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Volunteer Firefighter Years of Service Recognition.
Chief E. Laney Stearns, Public Safety Director, recognized the volunteer firefighters for their dedicated years of service to Highlands County and presented awards certificates and pins to Eric Bidlack (6 years), Giovanni Zanetti (10 years), Lecil Deatherage (5 years), Garrett Jewell (5 years), Carlos Rivera (5 years), and Joshua Velazquez (5 years). ***See SMB 149 Page 112.***

Eric Bidlack was not present to accept his certificate and pin.

The Commission and Interim County Administrator Laurie Hurner recognized all of the firefighters for their service to the county and expressed words of appreciation.

4. PUBLIC COMMENT
No public comment.

5. ADJOURN
The meeting was adjourned at 6:04 p.m.

EMERGENCY MEETING OF THE BOARD, SEPTEMBER 26, 2022

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

Commissioner Kathleen G. Rapp	**Commissioner Chris Campbell**
Commissioner Scott A. Kirouac	**Commissioner Arlene Tuck**

Commissioner Roberts was absent from this meeting.

Also present: Laurie Hurner, Interim County Administrator, Matt Raulerson, Assistant County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

This emergency meeting was properly advertised and posted on the official bulletin board. A copy of the advertisement was provided to the Clerk to become part of the permanent record. ***See SMB 113A.***

2. INVOCATION
The meeting opened with a prayer led by Eric Zwayer, Highlands County Tax Collector.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Commissioner Chris Campbell.

4. ACTION AGENDA
Commissioner Kirouac moved approval to set the action agenda as presented. Commissioner Tuck seconded the motion.

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

A. Request approval to declare a state of local emergency.
Brian Newhouse, Emergency Manager, gave an update on Hurricane Ian and stated tropical storm winds will begin on Tuesday evening, with rain falls on Wednesday through Friday of this week, and warned that widespread heavy rain could lead to overland flooding, with water lingering for days. Mr. Newhouse commented on the Emergency Management Team's efforts in monitoring the storm and preparing for its arrival. With the help of the Road and Bridge Department, Mr. Newhouse stated 11,790 sandbags have been issued to Highlands County residents.

Mr. Newhouse addressed the possible courses of action and levels of activation as the storm nears and requested the Commission consider approval of the Resolution declaring a state of local emergency.

Mr. Newhouse addressed concerns raised by the Commission.

Laurie Hurner, Interim County Administrator, read the proposed Resolution into the record.

Commissioner Kirouac moved to adopt the Resolution as presented. Commissioner Tuck seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 120 & SMB 149 Page 113B.***

5. ADJOURN

Commissioner Kirouac moved to adjourn the Emergency Meeting of the Board. Commissioner Campbell seconded the motion.

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

The meeting was adjourned at 9:17 a.m.

EMERGENCY MEETING OF THE BOARD, OCTOBER 3, 2022

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

Commissioner Kathleen G. Rapp — **Commissioner Chris Campbell**
Commissioner Kevin J. Roberts — **Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac

Also present: Laurie Hurner, Interim County Administrator, Matt Raulerson, Assistant County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

This emergency meeting was properly advertised and posted on the official bulletin board. A copy of the advertisement was provided to the Clerk to become part of the permanent record. ***See SMB 150 Page 1A.***

2. INVOCATION
The meeting opened with a prayer led by Commissioner Kevin Roberts.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Assistant County Attorney Matt Raulerson.

Chairman Rapp stated Resolution No. 22-23-04 regarding landfill tipping fees will be added to the agenda as item 4B.

4. ACTION AGENDA
Commissioner Kirouac moved approval to set the action agenda as amended. Commissioner Tuck seconded the motion.

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

A. Request approval to of an extension to the declaration of state of local emergency.
Chief E. Laney Stearns, Public Safety Director, gave a brief update on the aftermath of Hurricane Ian and thanked county administration and employees for all their help and encouragement. Deputy Chief Mark Ellis gave a situational awareness presentation and presented several dashboards and data monitored by the emergency team. Mr. Ellis stated the county is still on the response phase and teams are working hard to move towards the recovery phase.

Laurie Hurner, Interim County Administrator, presented a copy of the debris collection flyer put together by the Public Information Office and stated the flyer has been shared on the County's social media page to help inform the public regarding hurricane debris. Ms. Hurner also presented a copy of responses from the graduates of the Citizen's Preparedness Academy who were questioned how they fared after the hurricane.

Chief Stearns and Deputy Chief Ellis addressed concerns raised by the Commission. In regards to FEMA assistance, Chief Ellis stated the county has provided data and are awaiting a response from them.

Commissioner Campbell encouraged the public to visit the county's website to get the most updated information and to dissuade any rumors. Commissioner Campbell also commended county personnel for all their work and thanked all the linemen that have helped restore power.

Ms. Hurner read into the record the proposed Resolution to extend the declaration of state of local emergency.

Commissioner Campbell moved to adopt the Resolution as presented. Commissioner Kirouac seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 1 & SMB 150 Page 1B.***

B. Request adoption of Resolution 22-23-04 regarding a temporary waiver of landfill tipping fees for yard waste as well as C&D (Construction & Demolition) debris through November 15, 2022.

Clinton Howerton, Jr., County Engineer, presented the request.

Commissioner Roberts moved approval of the Resolution. Commissioner Kirouac seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 2 & SMB 150 Page 2.***

There will be a road closure on Golfview Drive in the Harder Hall area due to a large hole in the road. Mr. Howerton warned citizens to not drive around road barricades or sand piles when roads are closed, as it is unsafe, and roads may be washed out.

Mr. Howerton also encouraged residents to set out their unbagged yard waste on the side of the road and crews will be picking up around the county starting today. Private and gated communities will be contacted to get right of entry in order for the contractors to go in and pick up in those areas.

Commissioner Kirouac reminded all citizens to visit the Highlands County Board of County Commissioners Facebook page and website to receive the latest official information.

5. ADJOURN

Commissioner Kirouac moved to adjourn the Emergency Meeting of the Board. Commissioner Campbell seconded the motion.

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

The meeting was adjourned at 10:23 a.m.

REGULAR MEETING OF THE BOARD, OCTOBER 4, 2022

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

Commissioner Kathleen G. Rapp **Commissioner Chris Campbell**
Commissioner Kevin J. Roberts **Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac

Also present: Laurie Hurner, Interim County Administrator, Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Alan Brown, with the First Christian Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Retired U.S. Army Colonel Michael R. Borders, Chairman of the Florida Medal of Honor Memorial, Inc.

4. ANNOUNCEMENTS
~~The Construction Licensing, Enforcement and Appeals Board will meet on Tuesday, October 4, 2022, at 7:00 p.m., in the Board of County Commissioners Boardroom, 600 S. Commerce Ave., Sebring, FL~~. **This meeting has been cancelled.**

The Veterans Advisory Board will hold a regular meeting on Thursday, October 6, 2022, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

The Children's Services Council will hold an agenda planning meeting on Monday, October 10, 2022, at 11:00 a.m., or soon thereafter as possible, in the Engineering Conference Room of the Annex Building, 501 S. Commerce Ave., Sebring, FL.

The Zoning Board of Adjustment and Planning and Zoning Commission will meet on Tuesday, October 11, 2022, at 3:00 p.m., in the Commission Chambers, 600 S. Commerce Ave., Sebring, FL.

The Local Mitigation Strategy working group (LMS) will hold a regular meeting on Wednesday, October 19, 2022, at 8:00 a.m., Room 2, of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, October 19, 2022, at 3:30 p.m., or as soon thereafter, in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. ~~Proclamation of National 4-H Week in Highlands County~~.
This item was removed from the agenda. ***See SMB 150 Page 3.***

B. Broadband Expansion Presentation by Glades Electric Cooperative.

Jennifer Koukos, Chief Communications Officer with Glades Electric Cooperative, Inc., provided a brief power point presentation and addressed questions raised by the Commission. ***See SMB 150 Page 4.***

C. Interim County Administrator, Presentation of Years of Service Awards.

Laurie Hurner, Interim County Administrator, Chief E. Laney Stearns, Public Safety Director, and Clinton "Gator" Howerton, Jr., County Engineer, presented award certificates and pins to EMT Bradley Batz, Battalion Chief Dustin Fitch, and Engineering Department Administrator Jennifer Willis, for their years of service and dedication to the county. ***See SMB 150 Page 5.***

D. Presentation on Florida's Reimagining Education and Career Help (REACH) Act Implementation

Donna Doubleday, President/Chief Executive Officer, Career Source Heartland, provided a brief power point presentation and addressed questions raised by Commissioner Roberts. ***See SMB 150 Page 6.***

E. Presentation of Employee of the Quarter for the 2nd Quarter of 2022.

Laurie Hurner, Interim County Administrator, recognized Rhonda Hestand, Purchasing Agent, for being selected as Employee of the Quarter for the 2nd Quarter of 2022. ***See SMB 150 Page 7.***

7. PUBLIC COMMENT

No participants.

8. CONSENT AGENDA

Chairman Rapp stated agenda item 8H will need to be moved to the action agenda.

Commissioner Kirouac moved approval of the consent agenda as presented, with the exception of item 8H being moved to the action agenda. Commissioner Campbell seconded the motion.

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

A. Request to approve authorizing the Property Appraiser to extend the 2022 ad valorem property tax roll prior to completion of the Valuation Adjustment Board Hearings. *See SMB 150 Page 8.*

B. Request consideration of Waiver of Fees for the Friends of Istokpoga Lake Association, Inc. for Rental of the Lorida Community Center for Fiscal Year 2022-2023. *See SMB 150 Page 9.*

C. Request approval of Amendment 4 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003. *See Excavation Point, Inc. file.*

D. Request adoption of Resolution 22-23-01 for Budget Amendment 22-23-001 for Project 22012 Memorial Trailhead PH II. *See Res. Book 34 Page 3 & SMB 150 Page 10.*

E. Status Update on the National Pollutant Discharge Elimination System (NPDES) Phase II permitting efforts. *See Florida Department of Environmental Protection (DEP) file.*

F. Request to sign Bill of Sale on previously approved trade in of the Landfill's John Deere 1050 Dozer, Asset LF321. *See Landfill file.*

G. Request approval of the State Housing Initiative Program (SHIP) Annual Report for 2019-2020 and 2020-2021. *See State Housing Initiative Program (SHIP) file.*

H. ~~**Request approval of the proposed Change Order for the Fall Prep Lacrosse Showcase amending the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the date of the event to October 15-16, 2022.**~~ *(This item has been moved to the Action Agenda).*

I. **Request to approve the Subordination of Right of Reversion to Highlands County Habitat for Humanity Inc. for the Mason's Ridge Neighborhood Community.** *See Mason's Ridge file.*

J. **Request approval of Budget Amendment 21-22-138 for Pre-EOY Negative Account Balance Clean-Up in Various Cost Centers.** *See SMB 150 Page 11.*

K. **Request to appoint seven regular members to the Highlands County Future Growth Fund Advisory Committee.** *See Highlands County Future Growth Fund Advisory Committee file.*

9. PUBLIC HEARING

No public hearings.

10. ACTION AGENDA

Chairman Rapp stated items 10G and 10E will move above item 10A and item 4A from the Meeting of the Districts will be considered at the end of the action agenda.

County Attorney Sherry G. Sutphen formed the recommended motion to move 10E and 10G above 10A, and item (4A) from the District Meeting will be moved to the end of the action agenda.

Commissioner Kirouac moved approval of the motion as recommended. Commissioner Roberts seconded the motion.

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

Please note: Items 10G and 10E were considered before item 10A. Consent Agenda item 8H and item 4A from the Meeting of the Districts were heard after agenda item 10F.

A. **Acceptance of Evergreen Solutions final compensation report, which includes the new pay structure for 100 series pay grades and the 30-Year Hybrid Parity approach.**

Tanya Cannady, Business Services Director, and Sherri Bennett, Human Resources Manager, presented the new pay structure for 100 series pay grades and the 30-Year Hybrid Parity approach with the September 23, 2022 Final Compensation Report from Evergreen Solutions. Ms. Cannady and Interim County Administrator Laurie Hurner addressed questions and concerns raised by the Commission.

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

Commissioner Kirouac moved approval of Evergreen Solutions' final compensation report and new pay structure for 100 series pay grades and the 30-Year Hybrid Parity approach. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Evergreen Solutions, LLC file.***

B. **Request acceptance of nine (9) Health Services Grant Agreements for FY 2022-2023 per the recommendation of the Highlands County Hospital District.**

Ingra Gardner, Community Programs Director, presented the request.

Chairman Dean Gerber, Highlands County Hospital District Board, came before the Commission to address any

questions the Commission may have.

County Attorney Sherry G. Sutphen and Interim County Administrator Laurie Hurner addressed questions raised by the Commission.

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

Commissioner Roberts moved approval to accept the nine (9) Health Services Grant Agreements for the FY 2022-2023 per the recommendation of the Highlands County Hospital District Board. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Health Service Grant Agreements file.***

C. Request approval of Professional Services Agreement between Highlands County and AIM Engineering and Surveying Inc. to provide engineering services for the Lake June-in-Winter Catfish Creek Best Management Practices (BMPs), Project Number 21062.

Dawn Ritter, Natural Resources Manager, presented the request and addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received from Ray Royce.

Ms. Ritter, Interim County Administrator Laurie Hurner and County Attorney Sherry Sutphen addressed concerns raised by Commissioner Kirouac and Commissioner Tuck.

Commissioner Kirouac moved approval of the Professional Services Agreement between Highlands County and AIM Engineering and Surveying Inc. to provide engineering services for Lake June-in-Winter Catfish Creek Best Management Practices (BMPs), Project Number 21062 in the amount of $134,707.50. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See AIM Engineering and Surveying Inc. file.***

D. Request approval of the Highlands County Health Department's FY 22-23 Core Contract.

Tanya Cannady, Business Services Director, presented.

For clarification purposes, County Attorney Sherry G. Sutphen stated the memo has an amount regarding the fiscal impact that is not correct, but the contract presented is correct and will not affect the motion.

Interim County Administrator read into the record a message from Jennifer Roth, County Health Department Interim Administrator, to the Commission as she was not able to attend in person.

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

Commissioner Roberts moved approval of the Highlands County Health Department (CHD) Core Contract for Fiscal Year 2022-2023 between the Highlands County Board of County Commissioners and the State of Florida. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Highlands County Health Department file.***

E. Request approval of RFP 22-025-LKD for Highlands County's self-insured health insurance plan to Cigna Health and Life Insurance Company (CIGNA).

Tanya Cannady, Business Services Director, Sherri Bennett, Human Resources Manager, and Shawn Fleming, Senior Benefits Consultant with the Gehring Group, presented and addressed questions raised by the Commission.

Chairman Rapp opened the floor to the public. Input was not provided.

Commissioner Campbell moved approval of RFP 22-025-LKD for Highlands County's self-insured health insurance plan to Cigna Health and Life Insurance Company (Cigna). Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Cigna Health & Life Insurance Co. file.***

F. Request approval of Wellness Budget for the plan year 2021/2022 Plan to be used by December 31, 2022.

Sherri Bennett, Human Resources Manager, and Elaine Wood, Human Resources Generalist, presented and addressed questions raised by the Commission.

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

Commissioner Campbell moved approval of the Wellness Budget as presented. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 150 Page 12.***

G. Request adoption of Resolution 22-23-02 for Budget Amendment 22-23-002 to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals.

Sheriff Paul Blackman presented the request and addressed questions raised by Commissioner Kirouac.

Chairman Rapp opened the floor to the public. Input was not provided.

Commissioner Tuck moved approval to adopt Resolution 22-23-02 for Budget Amendment 22-23-002 to realign the Sheriff's FY 22/23 budgeted funds within the General Fund. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 4 & SMB 150 Page 13.***

(Consent Agenda Item 8H) Request approval of the proposed Change Order for the Fall Prep Lacrosse Showcase amending the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the date of the event to October 15-16, 2022.

Casey Hartt, Lead Marketing Consultant, presented the request and questioned if the Commission may approve the date change with some leniency should this event need to be rescheduled due to the possibility of not having enough hotel accommodations.

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

County Attorney Sherry Sutphen recommended the Commission move approval of the contract with the flexibility for staff to change the date based on the event changes that may occur.

Commissioner Tuck moved approval of the recommended motion. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Tourist Development Council file.***

(Meeting of the Districts - Consent Agenda Item 4A) Request for approval of a Memorandum of Understanding (MOU) for use of WeatherSTEM Stations between the Florida Division of Emergency Management and Highlands County for the purpose of placing a Weather Station within the Istokpoga Marsh Watershed Improvement District.

Dawn Ritter, Natural Resources Manager, presented the request.

Ms. Ritter and Interim County Administrator Laurie Hurner addressed questions raised by the Commission.

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

Commissioner Kirouac moved approval of a Memorandum of Understanding for use of WeatherSTEM Stations between the Florida Division of Emergency Management and Highlands County for the purpose of placing a Weather Station within the Istokpoga Marsh Watershed Improvement District. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Emergency Management file.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney File Log as of September 27, 2022. ***See SMB 150 Page 14.***

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

Laurie Hurner, Interim County Administrator, presented the Commissioner's Priorities and the Project Status Report. ***See SMB 150 Page 15.***

Ms. Hurner provided an update on post-storm activities in the county:

1) **Power Update:** As of midnight last night, Glades Electric only had 1,877 outages left; Duke Energy had 27 outages meaning only 3% of Highlands County remains without power. Ms. Hurner stated they are encouraging the electric companies to work as quickly as they can and have those assurances.

   Ms. Hurner commended the electric companies for their hard work to get the county back up and running.

2) **Legislative Update:** Ms. Hurner stated the county has received FEMA aid and citizens may go to the Highlands County Board of County Commissioners website and Facebook page to get the links for FEMA or directly to the FEMA website for more information. There will also be a disaster recovery center here in the county in the coming days and further information will be provided as soon as it is available.

   Ms. Hurner recognized Rep. Kaylee Tuck, Congressman Greg Steube, Senator Marco Rubio, and Senator Rick Scott, and their respective offices, for their tireless efforts in assisting the county.

3) **Debris:** Ms. Hurner stated the county has entered into a debris contract and citizens should place their debris by the roadside. Debris should not be bagged or intermingled with garbage, but rather be loose to allow for the trucks to pick up. The debris will be taken to the first site that has opened on Skipper Road and the county will be mulching most of the debris to use in their operations. Ms. Hurner stated it may take

a while for the debris to be picked up, but vendors are working hard to get to everyone.

Ms. Hurner stated all county offices are open today for normal business and some employees remain working at the EOC.

Ms. Hurner recognized Lance Marine, Parks and Facilities Director, and staff, who have been on the ground since the hurricane left, making sure everything is up and running.

Ms. Hurner recognized the Florida Department of Emergency Management, who sent a backup incident command team from the state of Virginia to relieve the county's incident command team, who have been working 24 hours a day since the disaster happened.

12. COMMISSIONERS

Commissioner Kirouac commented on the current power situation and changes electric companies have taken since Hurricane Irma a few years ago and questioned if Mr. Ray Royce had any reports regarding the citrus industry.

Ray Royce, Highlands County Citrus Growers Association, came before the Commission to address the impact to the citrus industry, oak trees and the cattle industry from this storm.

Interim County Administrator Laurie Hurner commended Mr. Royce for collecting this data for the county on such short notice and researching information in the coming days for agricultural donation relief that he and his staff have agreed to help with.

Commissioner Kirouac thanked Mr. Royce for sharing and stated his thoughts and prayers continue to go out to everyone in the state of Florida burdened by this tragic hurricane.

Commissioner Tuck commented on Hurricane Ian and the impact it has had and commended the staff at the EOC for their hard work and organization.

Commissioner Roberts commented on the storm's impact and recognized Interim County Administrator for her hard work at the EOC as a decision maker, an encourager, and an influencer.

Commissioner Campbell commented on the progress since the storm, getting people back on power, food distribution and FEMA declaring the county's eligibility for individual assistance. Commissioner Campbell encouraged reaching out to others south of Lake Placid and the Venus area, as well as Hardee and Desoto County. Commissioner Campbell commended the EOC and all of the different departments for their help and commitment to Highlands County.

Commissioner Rapp commented on the debris pickup, thanked county staff, and expressed her concerns of the death toll from this storm and reminded everyone to pray for all those families who have lost loved ones.

13. INFORMATIONAL

A. Board payables from September 20, 2022 to October 3, 2022. *See Check Reports (2022) file.*

B. Letter of Support for South Florida State College. *See SMB 150 Page 16.*

14. ADJOURN

Commissioner Campbell moved to adjourn the Regular Meeting of the Board. Commissioner Tuck seconded the motion.

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

The meeting was adjourned at 11:15 a.m.

REGULAR MEETING OF THE BOARD, OCTOBER 18, 2022

1. The meeting was called to order at 9:04 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp	**Commissioner Chris Campbell**
Commissioner Kevin J. Roberts	**Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac	

Also present: Laurie Hurner, Interim County Administrator, Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessings Church of God.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Bob Brooks, US Air Force, president of the Local Chapter of the Military Officers Association of America.

4. ANNOUNCEMENTS
The Highlands Soil & Water Conservation District will hold a Board meeting on Tuesday, October 18, 2022, at 3:00 p.m., in the HSWCD Conference Room, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL.

The Children's Services Council will hold a general body meeting on Wednesday, October 19, 2022, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL and via TEAMS Live, 1 (904) 638-2711, conference code 908011404#

The Local Mitigation Strategy Working Group will hold a regular meeting on Wednesday, October 19, 2022, at 8:00 a.m., in Conference Room 2, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL.

The Affordable Housing Advisory Committee will meet on Wednesday, October 19, 2022, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Children's Advocacy Center Advisory Board will hold a general body meeting on Friday, October 21, 2022, at 1:00 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL and via TEAMS Live, 1 (904) 638-2711, conference code ID: 847150832#

The Highlands County Board of County Commissioners will hold a special meeting for the purpose of discussing, considering, reviewing, and providing direction related to County Administrator candidates being presented by SGR, the recruiting firm hired by the County to conduct the County Administrator search, on Tuesday, October 25, 2022, at 2:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

SPECIAL RECOGNITION:
On behalf of the Tenth Judicial Circuit of Florida, the Honorable Chief Judge Ellen S. Masters, Honorable Judge Angela J. Cowden, and Trial Court Administrator Nick Sudzina, came before the Commission to recognize the county management, staff, and the Board of County Commissioners for their considerate response to the court when they have reached out with a concern and stated they value the relationship held with this Board. Judge

Masters presented a plaque to the Highlands County Facilities Management in honor of its many years of outstanding public service to the courts and continually performing mission critical actions on behalf of judicial and public interests. Judge Masters recognized the facilities staff and asked Lance Marine, Parks and Facilities Director, to please accept the plaque on behalf of his wonderful team.

Mr. Marine stated it was an honor to receive this recognition and recognized his team as well for putting in the hard work every day to serve the citizens and the county.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Interim County Administrator Laurie Hurner, Presentation of Years of Service Awards.
Vikki Brown, Highlands Library Systems Manager, and Laurie Hurner, Interim County Administrator, presented an award certificate and pin to Administrative Secretary Carol Damhof for her 15 years of service to the County. ***See SMB 150 Page 17.***

7. PUBLIC COMMENT
No participants.

8. CONSENT AGENDA
County Attorney Sherry G. Sutphen stated the document related to item 8J has been filled in with the amount of $57,750 on the signature page replacing the same exact form that was blank in the agenda packet.

Commissioner Kirouac moved approval to accept the consent agenda as presented with the noted addition to the packet. Commissioner Campbell seconded the motion.

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

A. Request approval of the minutes from the August 16, 2022, Regular Meeting of the Board. *See Clerk of Courts website.*

B. Request acceptance of the Fall Prep Girls Lacrosse Showcase Florida Sports Foundation Grant Agreement between Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2022-2023. *See Tourist Development Council file.*

C. Request approval of Amendment 1 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services. *See Clean Harbors Environmental Services Inc. file.*

D. Request approval of Budget Amendment 22-23-003 to adjust the Property Appraiser's funding for FY 22/23. *See SMB 150 Page 18.*

E. Request approval of the Budget Amendment 22-23-004 to adjust the Supervisor of Election's funding for FY 22/23. *See SMB 150 Page 19.*

F. Request approval of Budget Amendment 22-23-005 to adjust the Clerk of Court's funding for FY 22/23. *See SMB 150 Page 20.*

G. Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2022/2023 Budget and Resolution 22-02. *See Sebring Airport Authority file.*

H. Request adoption of Resolution 22-23-07 for Budget Amendment 22-23-006 to roll over budget in project numbers 21103 (FNCAC 22/23), 21039 (NCA 20220), and 21080 (Hospital District Board 21/22) to county Fiscal Year 2022-23. *See Res. Book 34 Page 5 & SMB 150 Page 21.*

I. Request approval of a letter of support for a realignment of local workforce development areas identified within Florida's Reimagining Education and Career Help (REACH) Act, in order to better address the unique needs and challenges of our rural area. *See SMB 150 Page 22.*

J. 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 22-23. *See Environmental Systems Research Institute Inc. file.*

K. Request approval of Amendment 4 to Subcontract Agreement 20-25-42 between the Board and the Ounce of Prevention Fund of Florida, Inc., outlining changes to the number of families contracted to serve, restructuring of staff composition, revised budget, and the new job description and the creation of 4 new Family Support & Engagement Specialist positions. *See Healthy Families Florida file.*

L. Request approval of the Consultant Services Agreement (CSA) No. 1 with The Lunz Group Inc. for Design, Permitting, and Construction Administration Services for the First Floor Annex Remodel. *See Library of Consultants file.*

M. Request approval of Amendment 1 to the Tourism Consultant Services Agreement extending the contract for one year to Fiscal Year 22-23. *See Tourist Development Council file.*

9. COMMITTEE APPOINTMENTS:

County Attorney Sherry G. Sutphen addressed the process of this new section to the Board.

A. Request to appoint Joe Gleason, CEO of HCA Florida Highlands Hospital, to the Highlands County Industrial Development Authority and Economic Development Council.

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

Commissioner Roberts moved approval to appoint Joe Gleason, CEO of HCA Florida Highlands Hospital, to the Highlands County Industrial Development Authority and Economic Development Council. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 150 Page 23.***

B. Request to appoint (2) voting members and (1) alternate member to the Construction Licensing, Enforcement and Appeals Board.

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

Commissioner Kirouac moved approval of the appointments of Armando Llado and Salvador Castro as Regular Voting Members and Kamla Long as Alternate Member to the Construction Licensing Enforcement and Appeals Board for a four-year term expiring October 30, 2026. Commissioner Roberts seconded the motion.

County Attorney Sherry G. Sutphen and Interim County Administrator Laurie Hurner addressed concerns raised by

Commissioner Roberts and Commissioner Tuck.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 150 Page 24.***

C. Request to appoint Mr. David D. Fearnley to the Veterans Advisory Board for a term of three (3) years as a member-at-large with a term to begin October 18, 2022.

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

Commissioner Campbell moved approval to appoint David D. Fearnley to the Veterans Advisory Board for a term of three (3) years as a member-at-large with a term to begin October 18, 2022. Presently, there are three (3) board vacancies for the Highlands County Board of County Commissioners Veterans Advisory Board. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 150 Page 25.***

10. PUBLIC HEARING

A. Public hearing to consider adoption of Large-Scale Comprehensive Plan Future Land Use Amendment CPA-22-603LS, for an approximate 17.69-acre portion of an approximate 35.33-acre parcel, from Commercial (C) to High Density Residential (RH) and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.

B. Public hearing to consider adoption of P&Z Hearing No. 2105, changing the Official Zoning Atlas for an approximate 35.33-acre parcel, from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD).

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented items 10A and 10B together as they pertain to the same property. These public hearings were properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

The applicants' agent Rick Whidden and Ms. Culpepper addressed questions raised by Commissioner Roberts and Commissioner Tuck.

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

Ms. Culpepper read into the record the recommended motion for **CPA-22-603LS**.

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

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

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2105**.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 34 Page 6 (Resolution No. 22-23-05).***

C. Public hearing to consider adoption of P&Z Hearing No. 2111, changing the Official Zoning Atlas for two parcels total an approximate 20.56 acres, from Agricultural District (AU) and Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Residential District with a Flexible Unit Development (R-1 FUD).

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning this hearing. Commissioner Tuck stated she met with the applicant a couple of years ago. All other commissioners stated no. Ms. Culpepper addressed questions raised by Commissioner Tuck.

The applicant Helmut Wyzisk, III came before the Commission and confirmed he had met Commissioner Tuck a couple of years ago, but this hearing is on a specific parcel that is new. Mr. Wyzisk gave a brief presentation on the proposed site plan and future development and addressed questions raised by the Commission.

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

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2111**.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 34 Page 7 (Resolution No. 22-23-06).***

D. Public hearing to consider text amendments to Articles 1 and 3 of the Highlands County Land Development Regulations, pertaining to job titles and special exception time limits.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented the proposed text amendments and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Ms. Culpepper addressed questions raised by Commissioner Roberts.

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

Commissioner Tuck moved approval to adopt Ordinance 22-23-02, proposed text amendments to the Land Development Regulations. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Land Development Regulations file & Ordinance Book 20.***

E. Public hearing to consider text amendments to Article 2 of the Highlands County Land Development Regulations, pertaining to duplicate abbreviations, outdated terminology, and clarifying the definition of front yard.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented the proposed text amendments and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Kirouac moved approval to adopt Ordinance 22-23-03, proposed text amendments to the Land Development Regulations. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Land Development Regulations file & Ordinance Book 20.***

F. Public hearing to consider text amendments to Article 6 of the Highlands County Land Development Regulations, pertaining to non-conforming uses and structures.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented the proposed text amendments and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Kirouac moved approval to adopt Ordinance 22-23-04, proposed text amendments to the Land Development Regulations. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Land Development Regulations file & Ordinance Book 20.***

G. Public hearing to consider text amendments to Article 8 of the Highlands County Land Development Regulations, pertaining to wind ratings of disaster shelters, removal of water facility permitting, and a scrivener's error.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented the proposed text amendments and Laurie Hurner, Interim County Administrator, read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Tuck moved approval to adopt Ordinance 22-23-05, proposed text amendments to the Land Development Regulations. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Land Development Regulations file & Ordinance Book 20.***

H. Public hearing to consider text amendments to Article 9 of the Highlands County Land Development Regulations, pertaining to the cost of upgrading unpaved County maintained roads and exemption for existing driveways.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented the proposed text amendments and Sherry G. Sutphen, County Attorney, read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Kirouac moved approval to adopt Ordinance 22-23-06, proposed text amendments to the Land

Development Regulations. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Land Development Regulations file & Ordinance Book 20.***

I. Public hearing to consider text amendments to Article 10 of the Highlands County Land Development Regulations, pertaining to the cost of upgrading unpaved County maintained roads and exemption for existing driveways.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented the proposed text amendments and Laurie Hurner, Interim County Administrator, read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Tuck moved approval to adopt Ordinance 22-23-07, proposed text amendments to the Land Development Regulations. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Land Development Regulations file & Ordinance Book 20.***

J. Public hearing to consider text amendments to Article 5 of the Highlands County Land Development Regulations, pertaining to multiple sections.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented the proposed text amendments and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Ms. Culpepper, County Attorney Sherry G. Sutphen, and Interim County Administrator Laurie Hurner, addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received by Chantel Parris.

Commissioner Roberts moved approval on the first reading of Ordinance 22-23-08, proposed text amendments to the Land Development Regulations and schedule the second hearing for November 15, 2022, at 9:00 a.m. or soon thereafter as possible. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See Land Development Regulations file.***

When the second hearing is brought before the Board, County Attorney Sherry G. Sutphen stated Ms. Culpepper will not go through all of the text amendments, but simply inform the Commission whether the ordinance presented has additional changes. Should the Commission decide to make a change, Ms. Sutphen stated another public hearing would be necessary. Ms. Sutphen also stated the hearing will be open to the public and citizens will be given time to provide their input.

11. ACTION AGENDA

Interim County Administrator Laurie Hurner requested item 11A be pulled from the action agenda for a future meeting.

Commissioner Kirouac moved to set the action agenda as presented with the removal of item 11A. Commissioner Campbell seconded the motion.

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

~~**A. Employee Recruitment and Retention Committee presentation of Employee Satisfaction Survey.**~~
This item has been pulled from the agenda. ***See SMB 150 Page 26.***

B. Request authorization to file and prosecute foreclosure action against property owner of 5801 Granada Blvd., Sebring, Florida 33872.

David "Matthew" Raulerson, Assistant County Attorney, presented the request. Beverly Singley, Code Enforcement Official II, was also present.

Mr. Raulerson and County Attorney Sherry G. Sutphen addressed questions raised by the Commission.

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

Commissioner Kirouac moved to authorize the County Attorney to file and prosecute foreclosure action against property owner of 5801 Granada Blvd., Sebring, Florida 33872. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 150 Page 27.***

C. Request approval of the Children's Advocacy Center of Highlands County's National Children's Alliance reaccreditation application due on October 28, 2022, including the Accreditation Agreement, and License Agreement, which need to be authorized by signature by the Chairperson of the Board of County Commissioners.

Julie Richardson, Children's Advocacy Center Manager, presented the request.

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

Commissioner Roberts moved approval of the Children's Advocacy Center of Highlands County's National Children's Alliance reaccreditation application due on October 28, 2022, including the Accreditation Agreement, and License Agreement, which need to be authorized by signature of the Chairman of the Board of County Commissioners. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Children's Advocacy Center file.***

D. Request approval of the Master Services Agreement with Madden Media to perform Digital Marketing and Content Storytelling services for Visit Sebring.

Leah Sauls, Development Services Director, presented the request.

Ms. Sauls and County Attorney Sherry G. Sutphen addressed concerns raised by Commissioner Tuck.
Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of the Master Services Agreement with Madden Media to perform Digital Marketing and Content Storytelling services for Visit Sebring. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See Tourist Development Council file.***

E. Request adoption of Resolution 22-23-08 for Budget Amendment 21-22-139 for FY 21/22 partial fiscal-year-end project budgets exceeded, closures and adjustments.

David Nitz, OMB Manager, and Angie Bollinger, Sr. Budget Analyst, presented the request.

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

Commissioner Campbell moved approval to adopt Resolution 22-23-08 for Budget Amendment 21-22-139 for FY 21/22 partial fiscal-year-end project budgets exceeded, closures and adjustments. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 8 & SMB 150 Page 28.***

Commissioner Roberts left the Boardroom during this presentation.

F. Highlands County Board of County Commission Meeting Dates.

Laurie Hurner, Interim County Administrator, presented and stated she was asked to bring this item back regarding the Board's possibility of changing future meetings Ms. Hurner stated she reviewed the 2023 calendar and there are six (6) holidays that fall on a Monday although they may not be on a week that a Board meeting is scheduled.

Commissioner Campbell stated the reason he questioned changing meetings from Tuesdays to Thursdays was because of Monday holidays and the possibility of a flex work week for staff where they may not be available on Mondays.

Commissioner Kirouac stated he prefers the meetings to stay on Tuesdays with the exception if a holiday falls on a Monday on a week that they have their regularly scheduled Tuesday Board meetings to move those to Thursday to allow staff an extra few days.

Commissioner Roberts agreed with Commissioner Kirouac.

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

County Attorney Sherry G. Sutphen recommended the Commission to direct staff to draft and bring back a resolution that sets forth exactly what the Commission is requesting.

Ms. Sutphen addressed questions and concerns raised by the Commission.

Chairman Rapp questioned if there is a consensus from the Commission to direct the administration to come back with a resolution. The Commission concurred. ***See SMB 150 Page 29.***

G. Request adoption of Resolution 22-23-09 for Budget Amendment 22-23-007 to adjust Board Recording Fee revenue budget and Clerk of Court's Other Government Services budget.

Jerome Kaszubowski, Clerk of Courts, presented the request and addressed questions raised by Commissioner Roberts.

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

Commissioner Kirouac moved approval to adopt Resolution 22-23-09 for Budget Amendment 22-23-007 to adjust Board Recording Fee Revenue budget and Clerk of Court's Other Government Services budget. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 9 & SMB 150 Page 30.***

12. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney log as of October 10, 2022. ***See SMB 150 Page 31.***

Ms. Sutphen stated she will be adding updates on advisory boards and committees to the attorney log for consistency and addressed questions raised by the Commission.

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

Laurie Hurner, Interim County Administrator, presented the Commissioner's Priorities and the Project Status Report as of October 5, 2022. ***See SMB 150 Page 32.***

Ms. Hurner provided an update on debris pick up and culvert project on Golfview Drive.

Ms. Hurner stated she received a message from Rep. Kaylee Tuck's office recognizing County Engineer Clinton "Gator" Howerton, Jr., Road & Bridge Director Jonathan Harrison and their staff for doing a tremendous job. Ms. Hurner concurred.

Commissioner Campbell commented on the Golfview culvert project.

Ms. Hurner stated Deputy Chief Mark Ellis, Emergency Management, was on a medical mission for the storm and has returned safely. Ms. Hurner commended Deputy Chief Ellis for his service and stated the entire mission to help the citizens of Cape Coral was very successful.

13. COMMISSIONERS

Regarding the winding down of debris pickup from the hurricane, Commissioner Kirouac stated there will be a phone number where citizens can call or an online portal citizens can visit if their debris has not been picked up. Ms. Hurner reminded the public that bagged or intermingled debris is not considered horticultural waste and will not be picked up by the hauler.

Regarding piles of debris that cannot be picked up due to safety concerns, Ms. Hurner stated the contractors have auditors that follow them to make sure pick-ups are done correctly and safety issues are noted.

Commissioner Tuck stated a representative from FEMA has advised that haulers will not pick up debris that is near mailboxes. Ms. Hurner concurred and stated this is also true for regular garbage.

Commissioner Roberts stated he appreciates Ms. Hurner and stated he is amazed to see how much work is being accomplished.

On behalf of the Commission, Commissioner Roberts expressed condolences to Commissioner Kirouac for the recent passing of his beloved mother and stated they are praying for him and his family as they go through this difficult time.

Commissioner Kirouac thanked everyone for their thoughts and prayers and stated his mother will be truly missed but is glad she is no longer living in pain or discomfort.

Regarding the Tourist Development Council (TDC), Commissioner Campbell commented that the monies do not come from ad valorem dollars (item 11D), this item was met and budgeted by the TDC's budget when it was approved.

Commissioner Rapp reminded everyone that October is Breast Cancer Awareness Month and thanked the Highlands County Fire Rescue for the wonderful shirts given to all the commissioners. Commissioner Rapp encouraged women to continue having their annual mammograms.

14. INFORMATIONAL

A. Board payables from October 4, 2022 to October 17, 2022. *See Check Reports (2022) file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Campbell seconded the motion.

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

The meeting was adjourned at 11:59 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER: **Liz Barber, Legislative Affairs & Grants Coordinator**

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-020 and associated Resolution 22-23-25 to appropriate grant funds to Project 22032 for LATCF- Employee Development Funds from the U.S. Treasury.**

STATEMENT OF ISSUE

This Budget Amendment is necessary to appropriate grant funds to Project 22032 for LATCF- Employee Development Funds from the U.S. Treasury.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-020 and associated Resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General Fund) and account 3315100Z (American Rescue Plan Act) in the amount of $100,000.00.

This project will be managed under the discretion of the county administrator for employee development.

Attachments: 22-23-020 Proj 22032 LATCF- Emp Dev Funds Grant (BA).pdf
22-23-020R Proj 22032 LATCF- Emp Dev Funds Grant (Resolution).pdf

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/2/2022** SUBMITTED BY: **Elizabeth Barber**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2111**

PROJECT(S) #: **22032** PROJECT TITLE(S): **LATCF- Emp Dev Funds** COST CENTER TITLE(S): **Central Services**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005	2111	3315100Z	American Rescue Plan Act	22032	0.00	100,000.00	0.00	100,000.00
E	005	2111	55403Z	Project Education & Training	22032	0.00	100,000.00	0.00	100,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate Grant funds to Project 22032 LATCF-Emp Dev Funds from the US Treasury.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-020**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-25

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-020 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-020 is hereby approved and authorized to appropriate Grant fund to Project 22032 for LATCF- Employee Development Funds from the US Treasury. The fiscal impact is an increase in the amount of $100,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of November, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution 22-23-24 to establish a public hearing date of December 6, 2022, to discuss and consider closing a platted 20-foot alley at 91 Atherton Ave NW.**

STATEMENT OF ISSUE

Attached is Resolution 22-23-24 to set a public hearing date as December 6, 2022, for the Board to discuss and consider vacating that portion of road more particularly described as:
THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 9, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 9.

Such resolution is a necessary procedure of the Board's policy for a road closing in addition to being a statutory requirement.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-24 to set a Public Hearing Date for December 6, 2022, to discuss and consider the request to close a platted unnamed 20-foot alley at 91 Atherton Ave NW as described in the attached petition.

Attachments: Resolution 22-23-24 VOR Packet_91 Atherton Ave.pdf

RESOLUTION NO. 22-23-24

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE REQUEST BY VALERIE LAURENCE TO CLOSE CERTAIN DESCRIBED COUNTY ROADWAYS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR NOTICE OF PUBLIC HEARING TO CONSIDER ROAD CLOSURE; 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 Florida Statues, Section 336.09, Highlands County is empowered, among other actions, to vacate, abandon, discontinue and close any existing street, road, highway or other place used for travel, or any portion thereof; and

WHEREAS, the County has received a Petition, attached as **Exhibit "A"**, from Valerie Laurence, requesting to close certain roadways under the control of Highlands County; and

WHEREAS, Florida Statutes, Section 336.09 requires that the County adopt a resolution declaring the time and place that it will hold a public hearing for the purpose of considering the requested roadway closure.

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

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

SECTION 2. Notice of Public Hearing to Consider Road Closure. A public hearing shall be held on **Tuesday, December 6, 2022, at 9:00 a.m.**, or as soon thereafter as possible, for the Highlands County Board of County Commissioners to consider the request to close that roadway described as follows:

THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 9, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 9.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the request by Clifford Ables, III, Esq. to close the roadway described herein, 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 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

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

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

PASSED AND ADOPTED this 15th day of November 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:

_____

Kathleen G. Rapp, Chairperson

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

EXHIBIT "A"
Request for Roadway Closure

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY
COMMISSIONERS C/O
ENGINEERING DEPARTMENT
505 SOUTH COMMERCE
AVENUE SEBRING, FLORIDA
33870

FROM: Valerie Lawrence
113 Murray Ct NW
Lake Placid, FL 33852

This is to Petition the Board of County Commissioners to consider vacating a road, as shown on the attached map, legal description as follows:

That portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 9, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 9.

The petition is being requested for the following reason:

I am petitioning to vacate the alleyway as it is not in use or necessary.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

Highlands County Engineering Department

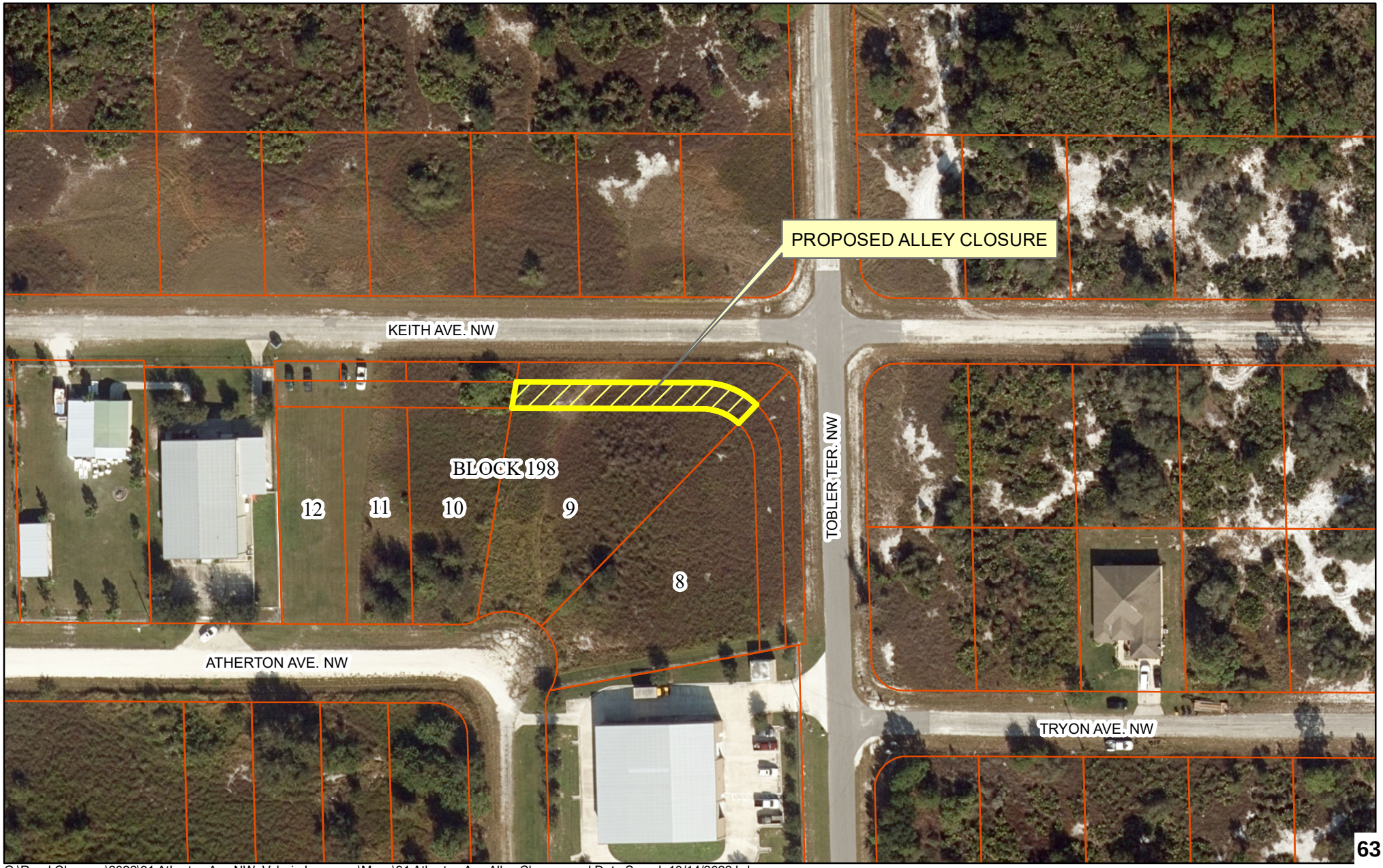
Reference Map

VACATION OF AN ALLEY: THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 9, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST AND WEST BY THE PROLONGATIONS OF THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 9.

Prepared By:
Highlands County Engineering Dept.
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 100 feet

For Reference Only - Not A Boundary Survey
Map Created: 10/14/2022



G:\Road Closures\2022\91 Atherton Ave NW_Valerie Laurence\Maps\91 Atherton Ave Alley Closure.mxd Date Saved: 10/14/2022 bdorey

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

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

SUBJECT/TITLE: **Request approval of Consultant Service Authorization (CSA) No. 1-2 with Jones Edmunds & Associates, Inc. for Additional Engineering Services to Evaluate Systems Operations and Additional Temporary Operation at the Highlands County Solid Waste Management Center and Closed Desoto City Landfill.**

STATEMENT OF ISSUE

Attached for your approval is Consultant Service Authorization (CSA) No. 1-2 with Jones Edmunds in the amount of $132,855.00 for Additional Engineering services to Evaluate Systems Operation and Additional Temporary System Operations Services at the Highlands County Solid Waste Management Center and Closed Desoto City Landfill. The loss of all the landfill technician staff to retirement or health issues as well as changes in management staff has left the Solid Waste Department with no staff properly trained and new staff that need training in the existing infrastructure layout and operations of the leachate collection and treatment system. In addition, remaining staff is not trained in active gas management control and disposal system, groundwater monitoring well system, and potable water well and distribution system at the HCSWMC and the gas management, leachate collection and groundwater monitoring well system at the Closed Desoto City Landfill. This CSA No. 1-2 will provide additional engineering evaluation of the system to develop revised operation plans and scope of work involved with systems operations to provide detailed standard operating procedures for all the systems at the landfill to prevent the inability to perform systems operations with the loss of staff in the future as well as the possibility of ongoing operations by a qualified environmental systems operations vendor. This CSA No. 1-2 will also provide evaluation of the systems for any major repairs or maintenance and provide additional temporary daily operating services, monitoring and reporting from an environmental systems operation subconsultant for an additional six (6) months along with training of landfill staff in all the systems operations being performed. Funds in the amount of $132,855.00 will be used from Cost Center 4210 (Refuse Disposal) Account 53100 (Professional Services) that were budgeted for operation services in the FY 22/23 approved budget.

RECOMMENDED ACTION

Move to approve the CSA No. 1-2 with Jones Edmunds and Associates, Inc. for Engineering Services to Evaluate Systems Operation and provide Temporary Operation at the Highlands County Solid Waste Management Center and Closed Desoto City Landfill.

Attachments: 20-024 Jones Edmunds CSA 1-2 Agenda.pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following

☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	#
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	**#1-2**

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and **Jones Edmunds & Associates Inc** (CONSULTANT) identified by the Master Contract Date. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount:
$132,855.00

Budget Account Number: Fund or cost center account project #, if applicable

RFP# 20-024 Category 2 Engineering

Master Contract Date:
03/16/2021

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

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

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Robert Diefendorf, Jr., EI, Assistant to the County Eng.	Print Name: Clinton Howerton, Jr., P.E., County Engineer
X [signature] 11/8/22	X [signature] 11-8-22
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: Stanley F. Ferreira, Jr. P.E., President & CEO	Print Name: Alan Altman, Chief Services Manager
X Stanley F. Ferreira, Jr. [signature] Stanley F. Ferreira, Jr. (Nov 8, 2022 09:57 EST)	
3. Consultant Signature KVogel 11/8/2022 Date	

PURCHASING REVIEW

Purchasing Manager or Designee

Print Name: Lori K. DeLoach, Purchasing Manager

X [signature]

4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee

Print Name: David M. Raulerson, Assistant County Attorney

X [signature] 11/8/22

5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair** (over $50,000)
Print Name: Laurie A. Hurner, Interim County Administrator	Print Name: Kathleen G. Rapp, Chair
X to be executed by Board Chair	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

Project: Systems Operation Evaluation and Temporary Operation – Continued CSA#1-2

The **CONSULTANT** will provide continued assistance to the Highlands County Solid Waste Department with evaluation of the leachate treatment system, active gas collection system, and potable water system. The **CONSULTANT** will provide the same scope of work as defined in the original CSA No. 1 involving operational evaluation and assistance to train County staff and develop a scope of work for the County to solicit for a long-term agreement with a qualified vendor to provide ongoing operation assistance in a daily, weekly and monthly basis is to provide engineering services for the project.

TASK 1. SYSTEM EVALUATION AND PERMIT CONDITIONS AND COMPLIANCE REVIEW

This CSA #1-2 provides for a one hundred eighty (120) calendar day extension of the Scope of Work approved in CSA #1 and CSA #1-1, to allow for continued on-site system operational assistance and evaluation which shall begin immediately following the one hundred eighty (120) calendar day extension of the operating period (ending in November, 2022), as contemplated by CSA #1-1 that followed the original three (3) month operations period (ending in May of 2022), as contemplated by CSA #1. The additional service authorized by this CSA #1-2 shall be completed in early March of 2023. This additional work is limited to the hours shown in Exhibit B Compensation.

As necessary the **CONSULTANT** will provide permit conditions and compliance review that involves the review of the Highlands County Solid Waste Management Center permits, operation plans, and recent compliance reports associated with the operation, management, and monitoring of the leachate collection and treatment system; active gas management, control, and disposal system; groundwater monitoring well system; and potable water well and distribution system. This review will include groundwater quality and leachate sprayfield loading. From the results of review, the **CONSULTANT** will summarize the permit requirements and a schedule to include a list of action items that should be performed to maintain compliance or issues of concern that are identified.

DELIVERABLES

- Punchlist of Repairs/Maintenance – A list of major items in need of repair/replacement will be generated for each system.
- All permit required reports needed by the County to document field measurements, daily operation of equipment and flow measurements

ASSUMPTIONS

- Landfill drawings, specifications, and operation and sampling plan including the leachate system, gas system, and potable well system can be found on the Florida Department of Environmental Protection (FDEP) Oculus site.
- Correspondence with FDEP is not required.

- County staff will be available for training of the systems during the evaluation period.
- A junior engineer will be available to visit the site once every two weeks.
- A senior engineer will be available to visit the site twice during the 120 calendar day extension.

TASK 2. REVISE OPERATION PLAN

Update Operations – As necessary the existing Operations Plan will be revised based on comments provided by County on the draft plan previously submitted.

DELIVERABLES

- Finalized Revised Operation Plan.

ASSUMPTIONS

- The CONSULTANT will prepare updates to the Operation Plan documenting word format.
- No new drawings will be required, although the figures may need to be revised.
- The revised Operation Plan is for County use only and will not be submitted to FDEP as a modification.

EXCLUSIONS AND CONDITIONS

All work included in this work scope is specified in this document. The following are exclusions and conditions to this Work Scope:

- This Work Scope does not include any design of new systems or design modifications to existing systems.
- The intent of this Work Scope is to bring the operations of the Landfill systems into permit compliance. It does not guarantee that the leachate, gas, or groundwater will be in permit compliance.
- Additional training beyond the training during the evaluation period can be added to this scope for additional fee.
- Cost of materials needed to complete repairs to the various systems will be paid by the County and is not included in this Work Scope.
- The quantities and labor hours listed in this Work Scope are intended as documentation and justification for the total cost of the project. Deviations or changes in the quantities and labor hours shall not be reason for non-payment if the total fee budget has not been exceeded.
- Sampling and testing for groundwater monitoring will be performed by the testing laboratory under a separate contract.

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this CSA No. 1-2 the CONSULTANT will promptly initiate the Scope of Services outlined above. The CONSULTANT will complete the work by **March 31, 2023**, unless otherwise extended by the **COUNTY**.

Exhibit "B"
Compensation

In accordance with the Contract for Continuing Services for Work of a Specified Nature between HIGHLANDS COUNTY **(the COUNTY)**, **Jones Edmunds & Associates, Inc. (the CONSULTANT)**, the **CONSULTANT** will perform these services for the amount of One Hundred Thirty Two Thousand Eight Hundred Fifty Five Dollars and 00/100 ($132,855.00). A cost breakdown of the compensation for these services is listed below. Project work will be billed on a time and materials basis. Invoices will be sent monthly and reflect actual hours worked. Each invoice will contain a brief summary of the tasks performed during the month.

"*Computer Designer" shall mean "Designer" as identified in the Master Agreement.

HIGHLANDS COUNTY
ADDENDUM 3, CSA 1
SYSTEMS OPERATIONS EVALUATION
JONES EDMUNDS OPPORTUNITY NO. 95884-379-22

FEE ESTIMATE

TASK	Chief Engineer 2	Senior Engineer 2	Senior Scientist	Engineering Intern	Computer Designer	Secretary/ Clerical	Labor Hours	Labor Fee	COSTS Subconsultants	COSTS Reimbursable Expenses	TOTALS
Standard Rate	$235	$230	$180	$100	$105	$95					
TASK 1 - Systems Evaluation											
1 Permit Conditions and Compliance Review for HCSWMC (as necessary)	2	4	2	4		1	13	$ 2,205		$ 100	$ 2,305
2 Current Systems Evaluation for HCSWMC (sub field work 4 months @ $29,500/month, Eng monthly site visits)	6	20		20			46	$ 8,010	$ 118,000	$ 400	$ 126,410
Subtotal Task 1	8	24	2	24	0	1	59	$ 10,215	$ 118,000	$ 500	$ 128,715
TASK 2 - Revise Operation Plan											
Updated Operation Plan for HCSWMC (as necessary)	2	8	2	8	4	2	26	$ 4,040		$ 100	$ 4,140
Subtotal Task 2	2	8	2	8	4	2	26	$ 4,040		$ 100	$ 4,140
PROJECT TOTAL	10	32	4	32	4	3	85	$ 14,255	$ 118,000	$ 600	$ 132,855

Reimbursable Expenses are to be pre-approved by the Project Manager.

Exhibit "C"
Sub-Consultants

Type/Service: Sullivan Environmental is a construction and consulting company with a focus on landfill-related construction and maintenance, landfill gas and leachate recover and process systems, and environmental monitoring and report of all types.

Name: Sullivan Environmental, Inc.
Address: 4448 13th Lane NE, St. Petersburg, Florida 33703
Contact: John Sullivan
Contact Phone: 813-210-1295
Contact E-mail: john@sullivancnv.com

EXHIBIT "D"
Plans/Drawings

Not applicable to this CSA

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution 22-23-19 for Budget Amendment 22-23-016 to appropriate Insurance Proceeds in the amount of $107,415.81 for the repair of Landfill JD 850 Dozer, LF320.**

STATEMENT OF ISSUE

Staff is in the process of moving to repair the Landfill 850 Dozer, LF 320, damaged at the Landfill. Insurance proceeds were received in the amount of $107,415.81 for damages per our claim with the carrier.

RECOMMENDED ACTION

Move to adopt Resolution 22-22-19 for Budget Amendment 22-23-016 in the amount of $107,415.81.

FISCAL IMPACT

The fiscal impact will be a increase to Fund 401 (Solid Waste Enterprise) in the amount of $107,415.81. The funds will be appropriated in Cost Center 4210 (Refuse Disposal System), Account 54600 (Repairs & Maintenance).

Attachments: 22-23-016 Solid Waste Insurance Proceeds_JD 850 Dozer (BA).pdf
22-23-016R Solid Waste Insurance Proceeds JD 850 Dozer (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 27, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/21/2022**

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

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

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Refuse Disposal - 401**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**401**		**3694010**	**Insurance Proceeds**		**0.00**	**107,415.81**		**107,415.81**
E	**401**	**4210**	**54600**	**Repair & Maintenance**		**708,401.69**	**107,415.81**		**815,817.50**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate $107,415.81 from Fund 401 (Solid Waste Enterprise Fund), Account #3694010 (Insurance Proceeds) to Fund 401 (Solid Waste Enterprise Fund), Cost Center 4210 (Refuse Disposal), Account #54600 (Repairs & Maintenance) for the repair of a Landfill JD 850 Dozer damaged at the Landfill.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-016**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-19

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-016 TO THE SOLID WASTE ENTERPRISE 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 Solid Waste Enterprise Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-016 is hereby approved and authorized to appropriate Insurance Proceeds for the repair of Landfill JD 850 Dozer, LF 320, damaged at the Landfill FY 22/23. The fiscal impact is an increase in the amount $107,415.81.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of November, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER: **Sherri Bennett, HR Manager**

SUBJECT/TITLE: **Request approval of insurance premium write-off of uncollectible funds**

STATEMENT OF ISSUE

The County paid the Insurance premiums but was unable to collect the amounts from the employees/retirees that were past due.

RECOMMENDED ACTION

Move to approve a write-off of uncollectible past due insurance premiums of former employees/retirees in the amount of $ 3,346.31 for fiscal years 19/20 through 21/22.

FISCAL IMPACT

Fiscal Impact is a decrease of $ 3,346.31 to the Insurance Reserve Fund

Attachments: Insurance Delinquencies Write Offs 9.30.2022.pdf

Invoice Date	Invoice Number	Name	Invoice amt	Adjustments	Delinquent amt
11/06/2019	DENT009357	BASS RAYMOND	14.49	0.00	$14.49
12/09/2019	DENT009407	BASS RAYMOND	14.49	0.00	$14.49
01/09/2020	DENT009457	BASS RAYMOND	14.49	0.00	$14.49
02/11/2020	DENT009506	BASS RAYMOND	14.49	0.00	$14.49
06/04/2020	DENT009701	BASS RAYMOND	14.49	0.00	$14.49
07/09/2020	DENT009749	BASS RAYMOND	14.49	0.00	$14.49
08/07/2020	DENT009797	BASS RAYMOND	14.49	0.00	$14.49
09/11/2020	DENT009846	BASS RAYMOND	14.49	0.00	$14.49
10/07/2020	DENT009905	BASS RAYMOND	14.49	0.00	$14.49
11/05/2020	DENT009957	BASS RAYMOND	14.49	0.00	$14.49
12/03/2020	DENT010008	BASS RAYMOND	14.49	0.00	$14.49
01/08/2021	DENT010061	BASS RAYMOND	14.49	0.00	$14.49
02/03/2021	DENT010110	BASS RAYMOND	14.49	0.00	$14.49
08/09/2019	INSU015896	BASS RAYMOND	823.62	0.00	$823.62
09/10/2019	LIFE005643	CRAFT JOHN E	96.60	-96.20	$0.40
12/09/2019	DENT009427	GOULD THOMAS	55.58	-0.05	$55.53
01/09/2020	DENT009476	GOULD THOMAS	55.58	0.00	$55.58
02/11/2020	DENT009525	GOULD THOMAS	55.58	0.00	$55.58
03/10/2020	DENT009572	GOULD THOMAS	55.58	0.00	$55.58
04/02/2020	DENT009626	GOULD THOMAS	55.58	0.00	$55.58
05/13/2020	DENT009673	GOULD THOMAS	55.58	0.00	$55.58
06/04/2020	DENT009720	GOULD THOMAS	55.58	0.00	$55.58
07/09/2020	DENT009768	GOULD THOMAS	55.58	0.00	$55.58
08/07/2020	DENT009817	GOULD THOMAS	55.58	0.00	$55.58
09/11/2020	DENT009863	GOULD THOMAS	55.58	0.00	$55.58
10/07/2020	DENT009923	GOULD THOMAS	55.58	0.00	$55.58
11/05/2020	DENT009974	GOULD THOMAS	55.58	0.00	$55.58
12/03/2020	DENT010025	GOULD THOMAS	55.58	0.00	$55.58
01/08/2021	DENT010078	GOULD THOMAS	55.58	0.00	$55.58
02/03/2021	DENT010128	GOULD THOMAS	55.58	0.00	$55.58
12/09/2019	VISN000273	GOULD THOMAS	9.89	-0.04	$9.85
01/09/2020	VISN000293	GOULD THOMAS	9.89	0.00	$9.89
02/11/2020	VISN000312	GOULD THOMAS	9.89	0.00	$9.89
03/10/2020	VISN000331	GOULD THOMAS	9.89	0.00	$9.89
04/02/2020	VISN000352	GOULD THOMAS	9.89	0.00	$9.89
05/13/2020	VISN000372	GOULD THOMAS	9.89	0.00	$9.89
06/04/2020	VISN000393	GOULD THOMAS	9.89	0.00	$9.89

07/09/2020	VISN000415	GOULD THOMAS	9.89	0.00	$9.89
08/07/2020	VISN000436	GOULD THOMAS	9.89	0.00	$9.89
09/11/2020	VISN000462	GOULD THOMAS	10.93	0.00	$10.93
10/07/2020	VISN000488	GOULD THOMAS	10.93	0.00	$10.93
11/05/2020	VISN000513	GOULD THOMAS	10.93	0.00	$10.93
01/08/2019	INSU015712	HENDERSON VALORIE	249.90	0.00	$249.90
03/18/2022	DENT010847	OWENS LEROY	36.50	-36.48	$0.02
04/05/2019	LIFE005434	PONTIUS VICKI	8.05	0.00	$8.05
05/03/2019	LIFE005469	PONTIUS VICKI	8.05	0.00	$8.05
06/05/2019	LIFE005504	PONTIUS VICKI	8.05	0.00	$8.05
07/08/2019	LIFE005549	PONTIUS VICKI	8.05	0.00	$8.05
08/09/2019	LIFE005586	PONTIUS VICKI	8.05	0.00	$8.05
09/10/2019	LIFE005622	PONTIUS VICKI	8.05	0.00	$8.05
10/03/2019	LIFE005681	PONTIUS VICKI	8.05	0.00	$8.05
11/06/2019	LIFE005716	PONTIUS VICKI	8.05	0.00	$8.05
12/09/2019	LIFE005753	PONTIUS VICKI	8.05	0.00	$8.05
01/09/2020	LIFE005795	PONTIUS VICKI	8.05	0.00	$8.05
02/11/2020	LIFE005828	PONTIUS VICKI	8.05	0.00	$8.05
03/10/2020	LIFE005877	PONTIUS VICKI	8.05	0.00	$8.05
09/10/2019	LIFE005638	RIHNER MICHAEL	48.30	-38.30	$10.00
02/18/2021	VISN000603	TAYLOR−RANDALL ALEXIS	2.75	0.00	$2.75
11/06/2019	INSU015986	WILCKEN DENNIS	795.00	0.00	$795.00
10/14/2020	INSU016295	WILSON JUSTIN	53.31	0.00	$53.31
09/04/2020	LIFE006056	WILSON JUSTIN	53.31	0.00	$53.31
09/17/2020	LIFE006114	WILSON JUSTIN	53.31	0.00	$53.31
09/30/2020	LIFE006115	WILSON JUSTIN	53.31	0.00	$53.31
09/04/2020	VISN000452	WILSON JUSTIN	2.75	0.00	$2.75
09/17/2020	VISN000477	WILSON JUSTIN	2.75	0.00	$2.75
09/30/2020	VISN000478	WILSON JUSTIN	2.75	0.00	$2.75
10/14/2020	VISN000501	WILSON JUSTIN	2.75	0.00	$2.75
				Total:	$3,346.31

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Tanya Cannady, Business Services Director** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**PFM Financial Advisors, LLC request approval of renewal agreement**

STATEMENT OF ISSUE

Whereas the previous agreement expired on November 6, 2022 and a request for approval to continue the Board's relationship with Public Financial Management, Inc. as its financial advisors for current and long term operations and capital financing needs as deemed necessary and that both parties hereto desire to enter into a new agreement based on substantially similar terms.

RECOMMENDED ACTION

Request approval of renewal agreement for financial advisory services with PFM Financial Advisors LLC, to start upon execution of renewal agreement and expires November 6, 2023.

Attachments: Agreement.PFM Financial-w-exhibits Rev Address 11-8-2022_PFM_Executed.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 PFM Financial Advisors, LLC, 200 South Orange Avenue, Suite 760, Orlando, Florida 32801, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY has determined that it is in its best interest to procure Financial Advisory Services utilizing that Financial Advisor Services contract between Bay County and the CONTRACTOR, dated November 7, 2017, which was competitively solicited and negotiated by Bay County through RFP #17-52, which was renewed on August 2, 2022, and which is attached hereto as **Exhibit "A"** and made a binding part hereof by this reference ("Cooperative Contract"); and,

WHEREAS, the CONTRACTOR has exhibited by its response to the Bay County 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 expire on November 6, 2023, and may be extended in the best interest of the parties.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the COUNTY as set forth in the **Exhibit "A**" 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: Highlands County
Attn: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: PFM Financial Advisors, LLC.
200 South Orange Avenue, Suite 760
Orlando, Florida 32801

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. 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 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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 14. 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 15. 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 Following Page

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

HIGHLANDS COUNTY, a political subdivision of the State of Florida.

_____
Chairperson

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

_____
Print: JOANNE CARTER
Title: PRESIDENT

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 _____, 2022.

(stamp)

_____
NOTARY PUBLIC

Exhibit "A"
Cooperative Contract between the
Bay County and PFM Financial Advisors, LLC

OFFICE OF COUNTY MANAGER
840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8140
Fax: (850) 248-8153

BOARD OF COUNTY COMMISSIONERS

WWW.BAYCOUNTYFL.GOV

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

DOUGLAS MOORE
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA
COUNTY MANAGER

August 2, 2022

PFM Financial Advisors, LLC
Attn: Jeremy Niedfeldt
300 South Orange Avenue, Suite 1170
Orlando, FL 32801

CONTRACT RENEWAL – 17-52 Financial Advisor Services

Dear Mr. Niedfeldt:

In accordance with the terms and conditions stated in the contract to provide financial advisor services, Bay County has elected to renew this contract for one additional one-year term at the same terms and bid price, effective November 7, 2022.

Your signature below will serve as an acknowledgement on behalf of PFM Financial Advisors, LLC that your services will remain uninterrupted through November 6, 2023.

If you agree to this renewal, sign the acknowledgement below and **return this original along with current Certificates of Insurance to the attention of the Purchasing Department at the address shown above** no later than August 19, 2022.

Please contact the Bay County Purchasing Department at (850) 248-8270 if you have questions regarding this matter.

Sincerely,

Robert J. Majka, County Manager
Bay County Board of County Commissioners

ACKNOWLEDGEMENT:

The undersigned acknowledges that Bay County has renewed this contract for one additional one-year term and services are to remain uninterrupted through November 6, 2023.

Signature	Title: Managing Director
Printed Name: Jeremy Niedfeldt	Date: 8/9/2022

Bay County Board of County Commissioners
Agenda Item Summary

Financial Advisor Services

DEPARTMENT MAKING REQUEST/NAME:
Budget Office Johnathan A. Stukey, Budget Officer

MEETING DATE: 11/7/2017

REQUESTED MOTION/ACTION:
Award the contract for Financial Services to PFM Financial Advisers, LLC; and authorize the Chairman to execute the contract.

AGENDA
Budget Office - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
Depending on the nature of what the bond or loan is financing, the impact will be in the respective fund where the project is budgeted.

BACKGROUND:
On September 15, 2017, a Request for Proposals (RFP) was advertised for Financial Advisor Services. The Financial Advisor will assist the County in developing, implementing, and maintaining strategies to meet its capital financing needs. Two proposals were received on October 4, 2017. The evaluation committee evaluated and ranked the proposals in accordance with the RFP.

PROPOSER	AVG SCORE	RANKING
PFM Financial Advisers, LLC	93	1
FirstSouthwest, a Division of Hilltop Securities, Inc.	90	2

PFM Financial Advisors, LLC is responsive and responsible and ranked highest in the evaluation process and the compensation presented in the proposal was determined to be fair, competitive and reasonable. Please see attached contract **(Exhibit 1)**.

ATTACHMENTS:

Description	Type
Exhibit 1 - Contract	Exhibit

BOARD OF COUNTY COMMISSIONERS

WWW.BAYCOUNTYFL.GOV

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA JR.
COUNTY MANAGER

Purchasing Department
840 West 11th Street, Suite 2500
Panama City, FL 32401
Telephone: (850) 248-8270
Fax: (850) 248-8276

NOTICE OF AWARD

PFM Financial Advisors, LLC
Attn: Jeremy Niedfeldt
300 South Orange Avenue, Suite 1170
Orlando, FL 32801

PROJECT DESCRIPTION: RFP 17-52 Financial Advisor Services

Bay County has considered the Proposal submitted by you for the above described WORK in response to its Request for Proposal Number 17-52 dated October 3, 2017.

You are required by the Respondent Instructions to execute the Agreement and furnish the required certificates of insurance (naming Bay County BOCC as additional insured) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates of insurance within ten (10) calendar days from the date of this Notice, Bay County will be entitled to consider all your rights arising out of Bay County's acceptance of your bid as abandoned. Bay County will be entitled to such other rights as may be granted by law.

Dated this 8th day of November, 2017.

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: Wendi Sellers

Title: Purchasing Director

cc: Clerk

FINANCIAL ADVISOR SERVICES
CONTRACT #17-52

This Contract, dated November 7, 2017 is between the Bay County Board of County Commissioners, at 840 West 11th Street, Panama City, FL 32401 ("County"), and PFM Financial Advisors LLC, located at 300 South Orange Avenue, Suite 1170, Orlando, FL 32801 ("Consultant") for Financial Advisor Services.

WHEREAS, the County contemplates the financing or refinancing of future capital projects or other projects; and

WHEREAS, the County desires to develop feasible, economical and equitable plans of procedure in carry through to completion such issues; and

WHEREAS, the preparation of such plans and their execution requires certain studies, analyses, and recommendations to be made by persons qualified by training and experience to do so; and

WHEREAS, a qualified Consultant will be required to assist in the marketing of the bonds, notes, or other obligations (the "Obligations') authorized after acceptance of such a plan of procedure; and

WHEREAS, the County after due investigation and deliberation has determined that the Consultant is qualified by training and experience to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided

The Consultant hereby agrees to provide to the County services related to financial advisor services in accordance with: 1) Request for Proposal (RFP) for Financial Advisor Services 17-52, which is attached hereto and incorporated herein as Exhibit 1, to the extent that it is not inconsistent with this Contract; and 2) the Consultant's response to RFP 17-52, which is attached hereto and incorporated herein as Exhibit 2, to the extent that it is not inconsistent with this Contract or Exhibit 1.

Any work to be performed shall be upon written request of the County Manager or his designee, which request shall set forth commencement and completion of such work.

2. Compensation

For services rendered as Consultant, a fee will be due at closing and delivery of Obligations. Such fee shall be $0.95 per $1,000 of obligations issued up to $20,000,000. $0.85 per $1,000 of obligations issued between $20,000,001. and $50,000,000., $0.45 per $1,000 for obligations over $50,000,000. with a minimum fee of $15,000.00 and a maximum fee of $60,000.00 for the successful closing of obligations. An annual fixed retainer of $16,000.00 shall be paid in quarterly increments of $4,000.00 to support the County on non-transaction financial advisory services in lieu of hourly rates. In addition, out of pocket expenses incurred in the performance of services will be reimbursed the lesser amount of $2,000 or actual costs (travel, lodging, meals, postage, telephone, copies, printing, and all other miscellaneous expenses) incurred.

Payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes.

3. Effective Date and Time of Performance

This contract takes effect on the date of execution by Bay County and shall be valid for a period of five (5) years. Upon mutual agreement of both parties, and based on the satisfactory performance of the Consultant, the contract may be renewed for three (3) additional one-year periods.

4. Independent Contractor

The Consultant shall at all times, relevant to this contract, be an independent contractor and in no event shall the Consultant, nor any employees or sub-consultants under it, be considered to be employees of Bay County.

5. Consultant's Personnel

Consultant has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Consultant. The direction of the work of Consultant's employees shall be under the exclusive control of Consultant. If the County objects to the presence or performance of any employee of Consultant, Consultant shall remove such employee from County projects.

6. Cooperation

Consultant agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Consultant will cooperate with the County Manager or his designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. County Representative

The County Manager or his designee has authority to designate the work to be done by Consultant, to inspect such work, and to resolve questions which arise between the parties. The Consultant or the Consultant's designee will deal with the County's representative on matters relating to the performance of the work.

8. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

a. Keep and maintain public records required by the County to perform the service;

b. 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 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Consultant, or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Consultant shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

9. Public Records Custodian

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

10. Insurance

The Consultant represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached Exhibit 3.

11. Modification, Assignability of Contract

This Contract, including all documents incorporated by reference, contain the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

The Consultant may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of

Bay County. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.

12. Termination for Convenience

The County may terminate this Contract at any time for any reason by giving at least thirty (30) days notice in writing to the Consultant. If the contract is terminated by the County as provided herein, the Consultant will be entitled to receive payment for those services reasonably performed to the date of termination. Consultant may terminate this contract by giving at least thirty (30) days notice in writing to the County.

13. Termination for Cause

The Contract may be terminated by the County if the awarded respondent is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, 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.

If the Consultant fails to comply with any of the terms and conditions of this Contract, Bay County may give notice, in writing, to the Consultant of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Bay County may, with no further notice, declare this Contract to be terminated. The Consultant will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Bay County by reason of the Consultant's failure to comply with this contract.

Notwithstanding the above, the Consultant is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Contract by the Consultant and Bay County may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due Bay County from the Consultant is determined.

Failure of the Consultant to comply with the provision of Section 15 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Consultant to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Consultant of such non-compliance.

14. Laws, Rules and Regulations

General Laws: Consultant shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Consultant’s performance of this Contract and the preservation of public health and safety. Upon request by the County, Consultant shall provide proof of such compliance to the County.

Illegal Alien Labor: Consultant shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor is in compliance with such laws. Consultant agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Consultant shall pay all cost incurred to initiate and sustain the verification programs.

15. Indemnification and Hold Harmless

The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the agreement.

The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This Section survives termination or expiration of this Contract.

16. Duty to Pay Defense Costs and Expenses

The Consultant agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Indemnification and Hold Harmless paragraph or 2) other claims arising out of the Consultant's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and, to the extent applicable, invoice the Consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

17. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

18. Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contact shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the County of any breach of this Contract or a waiver of any default of Consultant and the making of such payment by the County while any such default or breach shall exist shall in no way impair or prejudice any right of the County.

19. Headings

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

20. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Budget Office
Attn: Ashley Stukey
840 W. 11th Street
Panama City, FL 32401

For the Consultant
PFM Financial Advisors LLC
Attn: Jeremy Niedfeldt
300 South Orange Avenue, Suite 1170
Orlando, FL 32801

The Consultant shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Consultant's notification of address change is sufficient if sent by email or facsimile.

21. Special Representation

The Consultant represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Consultant further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Consultant shall make this Contract null and void.

22. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

a. The provisions of this contract prevail first.
b. The proposal form and attachments are next.
c. The initial solicitation provisions are final priority.

23. Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue is the in the courts of Bay County, Florida.

24. Registered Municipal Advisor; Required Disclosures

Consultant is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba 1 -2. If the County has designated Consultant as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba 1 -1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit 1 and Exhibit 2 hereto, subject to any limitations provided therein. Consultant shall not be responsible for, or have any liability in connection with, verifying that Consultant is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). The County acknowledges **and** agrees **that** any **reference** to Consultant, its personnel and its role as IRMA, including **in the** written representation of the County required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall **be** subject to prior approval by Consultant. The County further agrees not to represent that Consultant is the County's IRMA with respect to any aspect of a municipal securities issuance or municipal **financial** product, outside of the scope of services without Consultant's prior written consent.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in Consultant's Disclosure Statement delivered to the County together with this Agreement.

25. Information to Be Furnished to Consultant

All information, data, reports, and records ("Data") in the possession of the County or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to Consultant and the County shall, and shall cause its agent(s) to, cooperate with Consultant in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the County in connection with a municipal securities transaction or municipal financial product and/or relevant to the County's determination whether to proceed with a course of action. To the extent the County requests that Consultant provide advice with regard to any recommendation made by a third party, the County will provide to Consultant written direction to do so as well as any Data it has received from such third party relating to its recommendation. The County acknowledges and agrees that while Consultant is relying on the Data in connection with its provision of the services under this Agreement, Consultant makes no representation with respect to **and** shall not be responsible for the accuracy **or** completeness of such Data.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

William T. Dozier

William T. Dozier, Chairman

ATTEST:

Bill

Bill Kinsaul, Clerk

CIRCUIT COURT BAY COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS SEAL BAY COUNTY, FLORIDA

Approved as to form

Office of Bay County Attorney

PFM FINANCIAL ADVISORS LLC

By: _____
(Authorized Representative)

Its: Managing Director

State of Florida
County of Orange

This Contract was acknowledged and subscribed before me the undersigned notary by James W. Glover, as Managing Director of PFM Financial Advisors LLC and with proper authority, and who is personally known by me or produced identification of _____.

Dorrena B. Davis

Notary Public

EXHIBITS:

1. RFP 17-52
2. Contractor's Response to RFP 17-52
3. Insurance Requirements

DORRENA B. DAVIS
MY COMMISSION # FF 952441
EXPIRES: April 18, 2020
Bonded Thru Notary Public Underwriters

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401

REQUEST FOR PROPOSALS (RFP)

FINANCIAL ADVISOR SERVICES

SUBMITTED BY:

_____

_____

_____

RFP No. 17-52

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RESPONDENT INSTRUCTIONS

Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.

INTRODUCTION

The Bay County Board of County Commissioners (County) is seeking proposals for the purpose of providing Financial Advisor services to the County. The Financial Advisor will assist the County in developing, implementing, and maintaining strategies to meet its capital financing needs.

The contract period for these services will be five (5) years. Upon mutual agreement of the parties, and based on the satisfactory performance of the Financial Advisor, the agreement may be renewed for three (3) additional one-year periods.

PROPOSAL DEADLINE/DELIVERY

SEALED PROPOSALS for RFP NO: 17-52 Financial Advisor Services will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, Florida 32401 up until 2:00 PM (central time) October 4, 2017. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Each Proposal shall be delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401, no later than the Proposal deadline.

Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Proposal opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County's discretion:

- RFQ Advertisement — September 13, 2017
- Deadline for Questions — September 25, 2017
- Submittal Due Date — October 4, 2017
- Evaluations — October 5 – 12, 2017
- Oral Presentation/Interviews (if applicable) — October 16 – 20, 2017
- Award of Contract — November 7, 2017

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via OnVia DemandStar (www.demandstar.com). As a vendor, you can register with OnVia DemandStar for Search Only Access **at no charge** to see all available bids and opportunities. By downloading the solicitation documents, you will be placed on the plan-holders list for

the solicitation. This list is used for communications from the County to prospective respondents.

Solicitation documents may also be obtained from the Bay County Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, FL 32401, or by email purchasing@baycountyfl.gov.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered respondents (those who have been registered as receiving a proposal package) receive the documents.

Plans, blueprints, or other materials may also be obtained by contacting the Purchasing Department by email at purchasing@baycountyfl.gov.

POINT OF CONTACT

The County Purchasing Department will be the only point of contact for this RFP. Under no circumstances may a Respondent contact any County Commissioner, County Administrator, or County employee concerning this RFP until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Proposers shall submit all questions, in writing, to the Purchasing Department at Purchasing@baycountyfl.gov or FAX to (850) 248-8276. All questions shall be submitted no later than 5:00 pm (central time) on September 25, 2017.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County website at: http://new.co.bay.fl.us/purchasing/jobs.php

It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

PROPOSAL FORM

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

WITHDRAWAL OF PROPOSALS

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 180 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.

CANCELLATION

The County may cancel this RFP, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the responsive, responsible Respondent who ranks highest in the evaluation process based on the criteria specified in the Request for Proposals Respondent Instructions.

RIGHT TO REJECT

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

a. reject any or all Proposals received;
b. select and award any portion of any or all Proposal items;
c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Purchasing Director all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Bay County Risk Management Office before the successful Firm may proceed with the work.

PAYMENTS

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

LICENSES

Consultant shall be properly licensed for the appropriate work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be

maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Proposal as nonresponsive.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Proposals and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

The County is a public agency subject to Chapter 119, Florida Statutes. The awarded Contractor(s) shall comply with Florida's Public Records Law. Specifically, the awarded Contractor(s) shall:

a. Keep and maintain public records required by the County to perform the service;

b. 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 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 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.

d. 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 service. 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.

e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

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 Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

WARRANTY

All goods and services furnished by respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the respondent will take all necessary action, at respondent's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The Contractor shall not subcontract, assign, or transfer any of the work identified under this solicitation.

HOLD HARMLESS AND INDEMNIFICATION

a. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

DUTY TO PAY DEFENSE COSTS AND EXPENSES

a. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

b. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.
c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

CONTRACT PRICE
Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

TERMINATION FOR CONVENIENCE
The County may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the County as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE
The Contract may be terminated by the County if the awarded respondent is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, 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.

If the awarded respondent fails to comply with any of the terms and conditions of the awarded contract, Bay County may give notice, in writing, to the awarded respondent of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Bay County may, with no further notice, declare the awarded contract to be terminated. The awarded respondent will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Bay County by reason of the awarded respondent’s failure to comply with the awarded contract.

Notwithstanding the above, the awarded respondent is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Contract by the awarded respondent and Bay County may withhold any payments to the awarded respondent for the purpose of setoff until such time as the amount of damages due Bay County from the awarded respondent is determined.

PROTEST
A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time.

The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information can be found in section 2-114 of the Bay County Code.

LOCAL PREFERENCE

In purchasing of, or letting of contracts for procurements of, personal property, materials, or contractual services, the authorized purchasing authority of Bay County may give a preference to a local business making such purchase or awarding such contract as per Bay County Code Section 2-123 and the Procurement Manual.

PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful respondent(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms, and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to solicit any or all of the items or services independently.

PRICE ESCALATION/DE-ESCALATION

No price adjustments may be allowed during the first twelve (12) months of the contract. Price increases will be considered after the first 12 months if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of this contract.

PROPOSAL REQUIREMENTS

Each Firm's proposal shall include sufficient information to enable the County to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

Proposers should submit one (1) original clearly labeled "Original", six (6) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will **not** be accepted. If the proposal contains confidential information, such information shall be in a separate pdf document. Proposals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the

Respondent and the date for opening. Proposals shall be valid to Bay County for a period of 180 days after the opening.

Emphasis in each Proposal must be on completeness and clarity of content.

In order to expedite the evaluation of Proposals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Proposal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

1. Table of Contents (Tab 1)
   a. Clearly identify all sections referenced below.
   b. Sections shall be separately tabbed for ease of reference.

2. Qualifications of Firm (Tab 2) – 25 points
   a. Indicate size of firm, organizational structure, location of management and charter authorization and licenses to do business in the State of Florida.
   b. Describe in general your firm's national, statewide and local service capabilities.
   c. Describe resources available to your firm such as computer capability, access to market information, personnel with specialized knowledge and legal expertise in the governmental (including tax exempt) field.
   d. Describe your firm's experience in serving as a financial advisor to local governmental units.
   e. Please list your most recent clients within the State of Florida, including the names, addresses, e-mail addresses, and telephone numbers of contact persons; briefly describe the services performed for these clients, including the dollar amount of the issues or other financing.
   f. Indicate your firm's experience in dealing with major rating agencies during the past two years, including the extent to which governmental clients were involved.
   g. Describe any innovations that your firm has developed or has been involved with in connection with tax-exempt security issues, briefly outlining the problem, your solution, and the results.
   h. For the most recent fiscal year, and the most recent partial year if possible, provide financial information on the firm including, but not limited to, a balance sheet, statement of operations and statement of changes in financial position (or cash flow statement as applicable).
   i. Indicate the capability of your firm to hold harmless, indemnify and defend the County for losses, costs and expenses arising from liability claims resulting from alleged negligence of your firm, its officers, employees and subcontractors; describe liability insurance coverage carried by your firm.
   j. Provide a statement of assurance that your firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm's operations, including those of the Securities and Exchange Commission,

Municipal Securities Rulemaking Board, National Association of Securities Dealers, etc.

k. Please provide information on litigation your firm has been a party to during the past three (3) years.

3. Firm Personnel (Tab 3) – 25 points

a. List personnel to be assigned to the County engagement, both primary and backup personnel. Please include resumes.

b. Describe the education and experience, particularly as it relates to service in a financial advisory role for a Florida governmental unit, of each staff member to be assigned to the engagement. Indicate notable achievements such as books or articles written, memberships, and offices held in professional organizations and outstanding on-the-job accomplishments.

c. For each proposed member of the engagement team, give an indication of the extent of his or her availability

4. Plan of Financing (Tab 4) – 35 points

For each specified facility/program, the firm shall develop the plan of financing in consultation with the County Manager, County Officials, external auditors, consulting engineers and the County's bond counsel. The plan will give consideration to engineering and feasibility studies of proposed projects, revenue projections and the existing corporate, financial and legal structure of the County. In addressing these services, the proposal should:

a. Indicate the steps your firm would follow in developing a financial plan and the corresponding duties and responsibilities the firm would assume.

b. Describe the technical and legal support services available to your firm and how they would be utilized in the formulation of the financing plan.

c. Indicate the extent to which your firm would consider alternatives to traditional municipal bonds in developing the financing plan; describe in detail your firm's related experience, naming firm members and other personnel involved in successfully designing and implementing alternative financing for municipal clients.

d. Describe typical circumstances under which the firm would recommend competitive versus negotiated sales of debt issues. Indicate the role your firm would play as financial advisor under each method of sale. Describe in detail your firm's experience with each method of sale.

e. Indicate the activities your firm would undertake in facilitating the sale and marketing of the County's debt issue. Describe in detail related experience with such activities.

f. Describe the duties and responsibilities the firm would perform and assume in a refunding operation for purposes of refinancing the County's existing debt. Indicate your firm's experience in this area.

5. Compensation and Fees (Tab 5) – 10 points

a. Please furnish a proposed fixed retainer fee for financial advisor services.

b. Describe the firm's proposed services for the fixed retainer fee and for various alternative financing methods. Indicate (if any) the impact on the fee structure of a competitive sale versus a negotiated sale.
c. Consulting services may be requested in situations that do not involve a debt issue. If you intend to bill for such services, please provide a proposed billing procedure (such as hourly billing rates).
d. Indicate your firm's policy regarding out-of-pocket and or indirect cost expenses; if your firm proposes reimbursement from the County, please itemize the types of expenses and basis of billing for each.

6. Local Preference (Tab 8) – 5 points

a. Completed Local Business Certification **(Form is provided in Attachment 2)**'
   (1) Respondents with a principal office located in Bay County and meeting local preference requirements will receive 5 points.
   (2) Respondents with a branch office located in Bay County and meeting local preference requirements will receive 3 points.

7. Required Additional Forms (Tab 9)

a. Submittal Form
b. Addendum Acknowledgement
c. Anti-Collusion Clause
d. Conflict of Interest
e. Drug Free Workplace
f. Waiver of Exemption of Meetings/Presentations

EVALUATION PROCESS AND CRITERIA

Representatives from the Budget Office and the County Purchasing Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

A. Evaluation Committee may consist of 3 or 5 members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.

B. The County Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the County.

C. Membership of all Evaluation Committees shall be approved by the County Manager or designee.

D. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the Bay County website.

E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.

F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.

G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.

H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.

I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

J. Final Ranking. The Evaluation Committee or the Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by the County Manager or Board, as appropriate, prior to beginning contract negotiations.

The County shall negotiate a contract with the top ranked firm for services at compensation which the County determines is fair, competitive and reasonable as further described in the Scope of Services.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between Bay County and respondents (except as expressly set out in this RFP).

Bay County will make the selections primarily on the basis of the response to this RFP and any further information received from respondents if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of Bay County. Bay County shall award this project to the respondent considered by the County to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of Bay County.

BAY COUNTY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the county. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

$500,000 each Person

$500,000 each Person by Disease

$500,000 Policy Limit - Disease

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of $1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability**.

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured’s negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

ATTACHMENT 1
REQUIRED ADDITIONAL FORMS

PROPOSAL FORM
RFP 17-52

This proposal of _____, ("Firm") organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, ("County").

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Contractor's License No. _____

_____ _____
Signature of Authorized Representative of Firm/Contractor Date

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email purchasing@baycountyfl.gov prior to submitting your Proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO_____

NAME(S)	**POSITION(S)**

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

LOCAL BUSINESS CERTIFICATION

The undersigned, as a duly authorized representative of the firm listed herein, certifies to the best of his/her knowledge, that the firm meets the definition of a “Local Business”. “Local Business” is defined as a business which:

1. Has had a fixed office located in and having a street address within Bay County for at least twelve (12) months immediately prior to the issuance of the request for competitive bids or request for proposals by the county, which office shall operate and perform business on a daily basis; and
2. Is the principal offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses; and
3. If applicable, holds any business license required by Bay County and/or municipality within Bay County.

Business Name:
Current Local Address: Is this a branch, satellite or regional office? ___YES ____NO Length of time at this address: If the above address has been for less than 12 months, please provide prior address: Describe the primary business functions occurring at this location on a daily basis: List the names of the employees at this location and list the hours worked per week by each at this location:

Principal Office Address:

Length of time at this address:

If the above address has been for less than 12 months, please provide prior address:

Describe the primary business functions occurring at this location on a daily basis:

List the names of the employees at this location and list the hours worked per week by each at this location:

Authorized Signature:_____

Printed Name: _____

Title: _____

Date: _____

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ ***Waive*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ ***Maintain*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

ATTACHMENT 2
SCOPE OF WORK

The County intends to establish an agreement for the services of a Financial Advisor to serve as a consultant and advisor in the implementation of capital improvement programs and in the conduct of business transactions with financial institutions. The Financial Advisor must be able to provide a full scope of financial advisory services and demonstrate experience in preparing and marketing a bond issue. The required services include, but are not limited to, the following:

A. Review and report quarterly (at a minimum) existing debt structure and financial resources to determine available borrowing capacity and refinancing options. If savings are present (before quarterly report is due) in a refinancing, report as soon as possible to the County.

B. Recommend appropriate financial structure for proposed projects.

C. Assist the County with the preparation of cash flow forecasts for proposed issues, addressing debt service requirements and funding sources.

D. Provide advice on terms and features of bonds, timing and marketing of bond issues, market conditions as they relate to future sales, and prices of outstanding bonds.

E. Advise on benefits of negotiated versus competitive bid sales for each issue. Assist in dealings with designated underwriter and legal counsel.

F. Assist the County in preparation of an official statement in conjunction with bond and disclosure counsels and the County.

G. Arrange for the widest possible distribution of the official statement to bond underwriters and potential investors.

H. Consult, as needed, with the County staff regarding various financing options or concerns.

I. Assist the County in obtaining the highest possible credit ranking.

J. Assist with bid opening or negotiated sale with underwriter, as applicable, to advise on bond market conditions, compute accuracy of bids received, and prepare formal recommendation on acceptability of preferred offer.

K. Assist with bond closings and coordinate printing, signing, and delivery of bonds.

L. Assist in selecting paying agents and other financial intermediaries as necessary.

M. Advise the County on proposed and actual changes in tax laws and financial market developments that could affect County bond financing plans.

N. Attend County Commission meetings and other scheduled County meetings as requested, with reasonable advance notice.

O. Provide expert testimony at validation hearings.

pfm

Advice for people transforming their world

Diversity + Grit = Resourcefulness

We believe it takes both diversity of thought and background to understand the integrated and textured worlds of our clients. We use that understanding to work smart, digging deep to deliver, both for our colleagues and our clients. Partnering with our clients in powerful ways, we bring a wealth of perspectives to generate better ideas and better advice.

pfm.com

Electronic Copy

October 4, 2017

Bay County Board of County Commissioners

Request for Proposals for Financial Advisory Services

RFP #17-52

PFM Financial Advisors LLC

300 S Orange Avenue
Suite 1170
Orlando, Florida 32801

407-648-2208
pfm.com

ABOUT PFM

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation.

Financial advisory services are provided by PFM Financial Advisors LLC and Public Financial Management, Inc. Both are registered municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Investment advisory services are provided by PFM Asset Management LLC which is registered with the SEC under the Investment Advisers Act of 1940. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission. Additional applicable regulatory information is available upon request.

Consulting services are provided through PFM Group Consulting LLC. Institutional purchasing card services are provided through PFM Financial Services LLC. PFM's financial modelling platform for strategic forecasting is provided through PFM Solutions LLC.

For more information regarding PFM's services or entities, please visit www.pfm.com.

October 4, 2017

Bay County Board of County Commissioners
Purchasing Department
840 West 11th Street, Suite 2500
Panama City, FL 32401

RE: Request for Proposal for Financial Advisory Services

To Whom It May Concern:

pfm

300 S Orange Avenue
Suite 1170
Orlando, FL 32801

pfm.com

PFM's Financial Advisory business[1] is thrilled for this opportunity to submit our interest and qualifications to the Bay County Board of County Commissioners (the "Board" or "County") in hopes of becoming the County's financial advisor. We have been closely following the various debt and capital planning initiatives that are underway and feel that the County is well positioned to move forward with several projects with the support of PFM's Financial Advisory team.

- We have identified a refunding opportunity that would provide savings to the County immediately, and our team is prepared to distribute a transaction timetable and formal recommendation within days of being hired (see pages 42-43 for more details).
- Last year County voters approved a half-cent infrastructure sales surtax program. We have the technical capability and recent, relevant experience working with other Florida clients to model program cash flows, to achieve optimal results through an efficient funding plan that can accelerate projects if the County so choses.
- Funding alternatives related to Tourist Development Taxes (TDT) and other projects may be worth reviewing to ensure the most favorable rates and terms are being negotiated.

We believe PFM's Financial Advisory business is the County's best choice because of the unique qualifications and experience of our firm and project team, allowing us to provide the County with a high quality and timely work product on multiple priority projects.

Our roots in the municipal finance industry go back over 40 years. From the outset, we have striven to be a financial advisor that is very different from our competitors; an independent financial advisory firm with technical resources matching those of

[1] *"PFM's Financial Advisory business" refers to the financial advisory services of PFM Financial Advisors LLC (PFMFA) and Public Financial Management, Inc. PFMFA commenced its existence on June 1, 2016. All business of Public Financial Management, Inc. is being transitioned to PFMFA. The financial advisory services referenced herein include the experience of both firms.*

the most sophisticated Wall Street investment banks. Local governments around the nation have responded to this focus, resulting in us sustaining long-term relationships with our clients as well as adding new clients. The industry-standard for reporting on transaction experience is through Thomson Reuters, who has ranked PFM's Financial Advisory business #1 in the nation and the State of Florida in terms of overall issues and par amount as of 12/31/2016 (see page 7 of the proposal for the headline from the industry-recognized publication supporting our rankings). PFM has held the #1 spot in both the Country and Florida for over 15 consecutive years.

Our independence is significant, but it is just the beginning of our qualifications. We believe we are the optimal advisor for the County for the following reasons:

Florida Counties are a core element of PFM's strategy and have been for over 30 years. PFM's Financial Advisory business currently serves as financial advisor to numerous Florida counties, including Alachua, Brevard, Broward, Clay, Collier, Duval (Jacksonville), Flagler, Lake, Leon, Marion, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Sarasota, St. Johns, St. Lucie and Volusia. Working with these entities on a daily basis provides us in-depth knowledge of the issues encountered in today's ever evolving economic and legislative landscape.

Scope of Services[2]. We provide decades of traditional financial advisory experience that is in-line with the Scope of Work referenced in Attachment 2 of the RFP, along with a broad range of complementary services. PFM Group Consulting LLC is able to provide strategic consulting assistance with budgeting, workforce management, and pension issues. In addition, as part of the PFM Group of companies, our asset management affiliate, PFM Asset Management LLC, is able to contribute expertise on investment management, escrow structuring, arbitrage rebate and structured products.

Innovative Team Approach. We believe advising the public sector carries with it a sacred trust, and our 40+ year reputation is built upon our recommendations and ideas. PFM incorporates our team's expertise with long-term financial planning, sophisticated model development, credit rating strategies, and pricing analysis to advise on the County's unique financial considerations and to reduce financing costs and risks in ever-changing markets. PFM's Financial Advisory team is led by James Glover and Jeremy Niedfeldt, with senior project support from David Moore. This team has significant experience coordinating financing teams for counties around the State of Florida that include staff from the Board of County

[2] *Services provided by PFM affiliates, PFM Group Consulting LLC and PFM Asset Management LLC, are offered pursuant to separate agreement.*

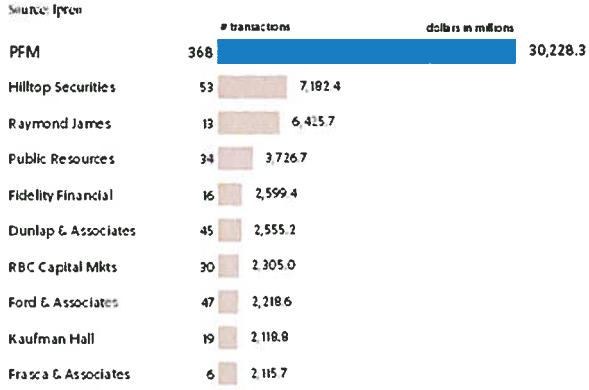
October 4, 2017

Commissioners and Clerk of Court & Comptroller as well as external members of the financing team to craft financing strategies to fund critical capital needs for all segments of the County.

Municipal Advisor. PFM's Financial Advisory business serves exclusively as an independent financial advisor and has a fiduciary relationship with our clients, avoiding potential conflicts of interest. We are a registered municipal advisor and maintain a compliance program within the requirements as set forth under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and ensuing regulations to serve as the County's municipal advisor.

Track Record of Performance. We continue to provide our clients with what we believe to be highly effective services, as proven by our ranking as the #1 ranked financial advisory firm in the country for the last 19 years and in Florida for the last 15 years. Particularly in Florida, we continue to add clients and have grown our presence to provide clients with the same level of service they expect and deserve.

2012 to 2016 Full Year Florida Overall Long Term Municipal New Issues
Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor
Source: Ipreo



In closing, on behalf of PFM's Financial Advisory team we are pleased to have this opportunity to present our proposal to serve the County. Bay County can be assured that this engagement is a high priority for us, and we are committed to dedicating the full range of PFM's exceptional services and resources to the County. We would be honored to work with the County's forward-thinking management team, as it implements goals set by the County Commission and Manager. We believe PFM's Financial Advisory business' relevant experience and dedicated project team – as well as our decades of work in Florida, our national presence, our depth of knowledge, and our commitment to acting as a fiduciary for our clients – makes us the ideal choice as the County's strategic partner and financial advisor.

Sincerely,

James Glover
Managing Director

Jeremy Niedfeldt
Director

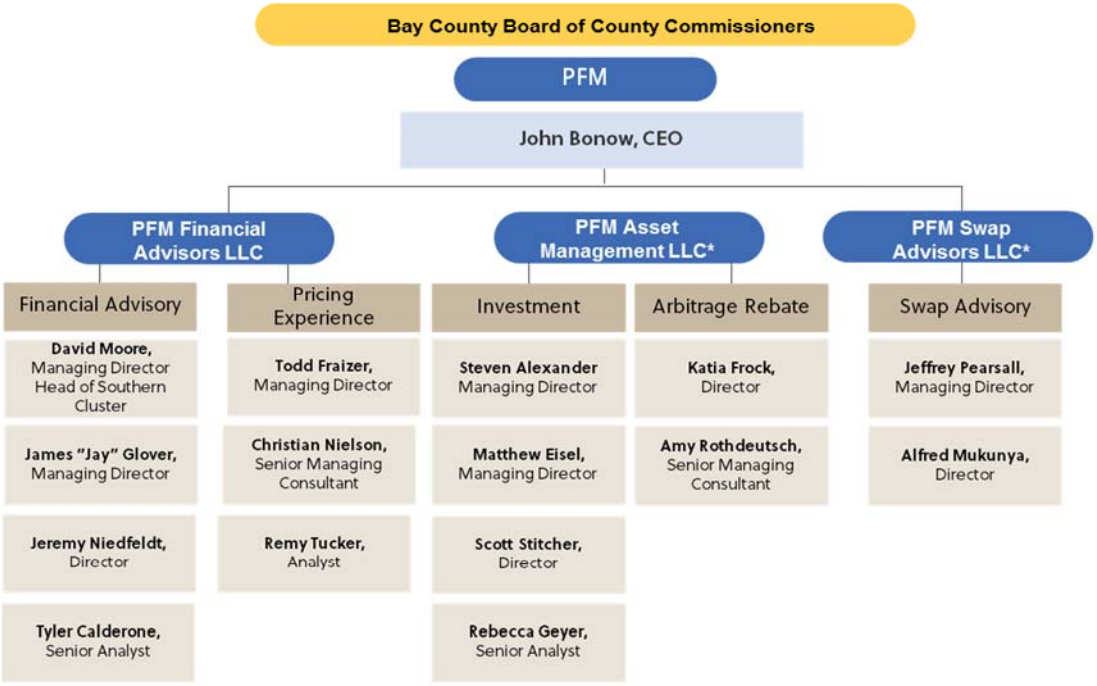
I. Table of Contents

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II. Qualifications of Firm

a. Indicate size of firm, organizational structure, location of management and charter authorization and licenses to do business in the State of Florida.

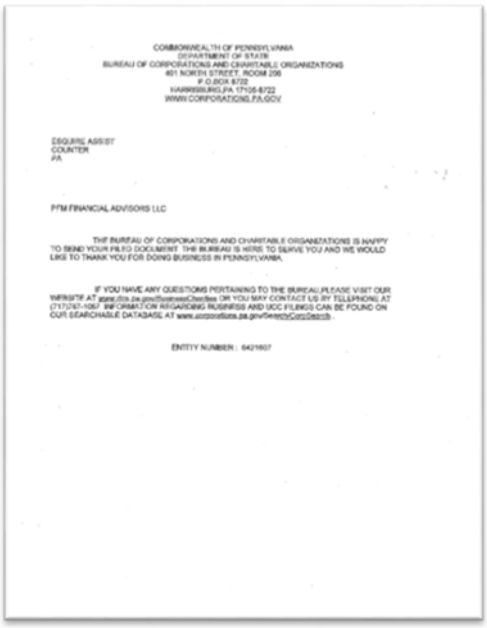
As of June 30, 2017, PFM consisted of more than 600 employees in 35 offices throughout the United States, of which 354 work in PFM's Financial Advisory business and 233 are professionals. This includes 3 offices in the State of Florida (Orlando, Coral Gables and Largo). The team assigned to service the County will be located in the Orlando office. The combination of national municipal finance expertise and local presence provides our clients with a unique benefit: not only do we understand the regional and state factors that may affect our clients' financial situations, but we also can apply new and emerging municipal finance solutions from across the country.



*Asset Management and Swap Advisory services are not included in base contract and are offered pursuant to separate letter agreement setting forth tasks and fees.

As required by the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), PFM's Financial Advisory business which consists of both PFM Financial Advisors LLC and Public Financial Management Inc. are registered as a Municipal Advisors under regulations issued by the Securities Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

PFM Financial Advisors LLC is a Pennsylvania Corporation. PFM Financial Advisors LLC is licensed to do business in the State of Florida. Copies of PFM Financial Advisors LLC ("PFMFA") Charter authorization for the commonwealth of Pennsylvania and license to do business in the state of Florida are provided below.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O.BOX 8722
HARRISBURG,PA 17105-8722
WWW.CORPORATIONS.PA.GOV

ESQUIRE ASSIST
COUNTER
PA

PFM FINANCIAL ADVISORS LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WE WOULD LIKE TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU,PLEASE VISIT OUR WEBSITE AT www.dos.pa.gov/BusinessCharities OR YOU MAY CONTACT US BY TELEPHONE AT (717)787-1057. INFORMATION REGARDING BUSINESS AND UCC FILINGS CAN BE FOUND ON OUR SEARCHABLE DATABASE AT www.corporations.pa.gov/SearchCorpSearch .

ENTITY NUMBER : 6421607

Securities and Exchange Commission
SEC File No: 867-02030



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 22, 2015

CORPORATE ACCESS, INC.

Qualification documents for PFM FINANCIAL ADVISORS LLC were filed on June 21, 2015, and assigned document number M15000004076. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa www4.irs.gov/modiein/individual/index.jsp.

Please notify this office if the limited liability company address changes.

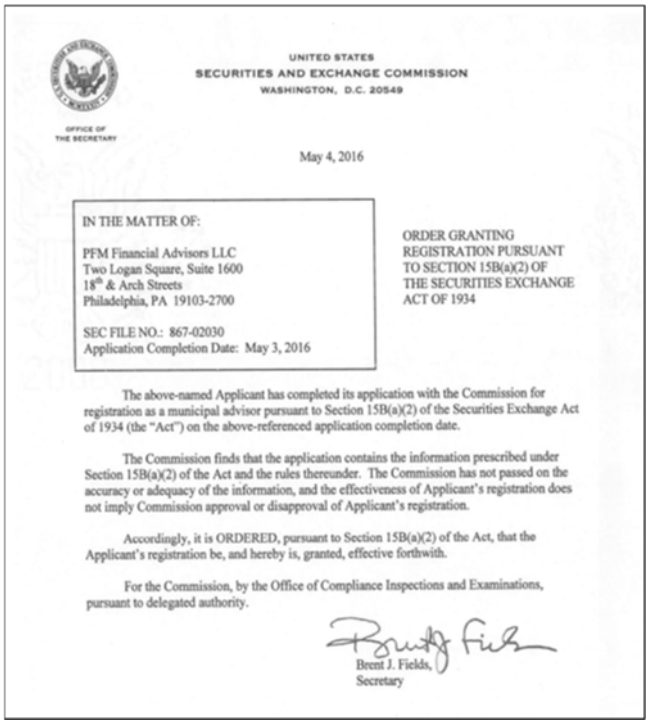
Should you have any questions regarding this matter, please contact this office at the address given below.

Stacey M Warner
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 615A00013115

www.sunbiz.org
Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Municipal Securities Rulemaking Board
PFM's MSRB ID Number: K1162
Registration Type: Municipal Advisor



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

OFFICE OF
THE SECRETARY

May 4, 2016

IN THE MATTER OF:

PFM Financial Advisors LLC
Two Logan Square, Suite 1600
18th & Arch Streets
Philadelphia, PA 19103-2700

SEC FILE NO.: 867-02030
Application Completion Date: May 3, 2016

ORDER GRANTING REGISTRATION PURSUANT TO SECTION 15B(a)(2) OF THE SECURITIES EXCHANGE ACT OF 1934

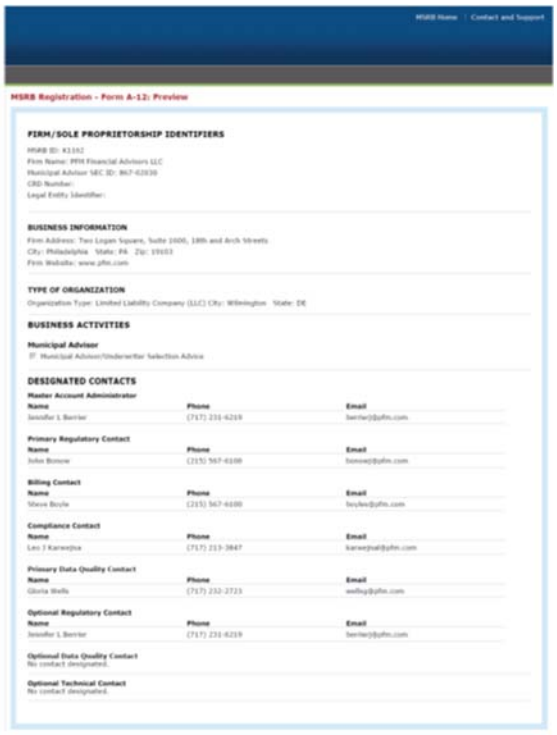
The above-named Applicant has completed its application with the Commission for registration as a municipal advisor pursuant to Section 15B(a)(2) of the Securities Exchange Act of 1934 (the "Act") on the above-referenced application completion date.

The Commission finds that the application contains the information prescribed under Section 15B(a)(2) of the Act and the rules thereunder. The Commission has not passed on the accuracy or adequacy of the information, and the effectiveness of Applicant's registration does not imply Commission approval or disapproval of Applicant's registration.

Accordingly, it is ORDERED, pursuant to Section 15B(a)(2) of the Act, that the Applicant's registration be, and hereby is, granted, effective forthwith.

For the Commission, by the Office of Compliance Inspections and Examinations, pursuant to delegated authority.

Brent J. Fields,
Secretary



MSRB Registration - Form A-12: Preview

FIRM/SOLE PROPRIETORSHIP IDENTIFIERS

BUSINESS INFORMATION

TYPE OF ORGANIZATION

BUSINESS ACTIVITIES

Municipal Advisor

DESIGNATED CONTACTS

Master Account Administrator

Primary Regulatory Contact

Billing Contact

Compliance Contact

Primary Data Quality Contact

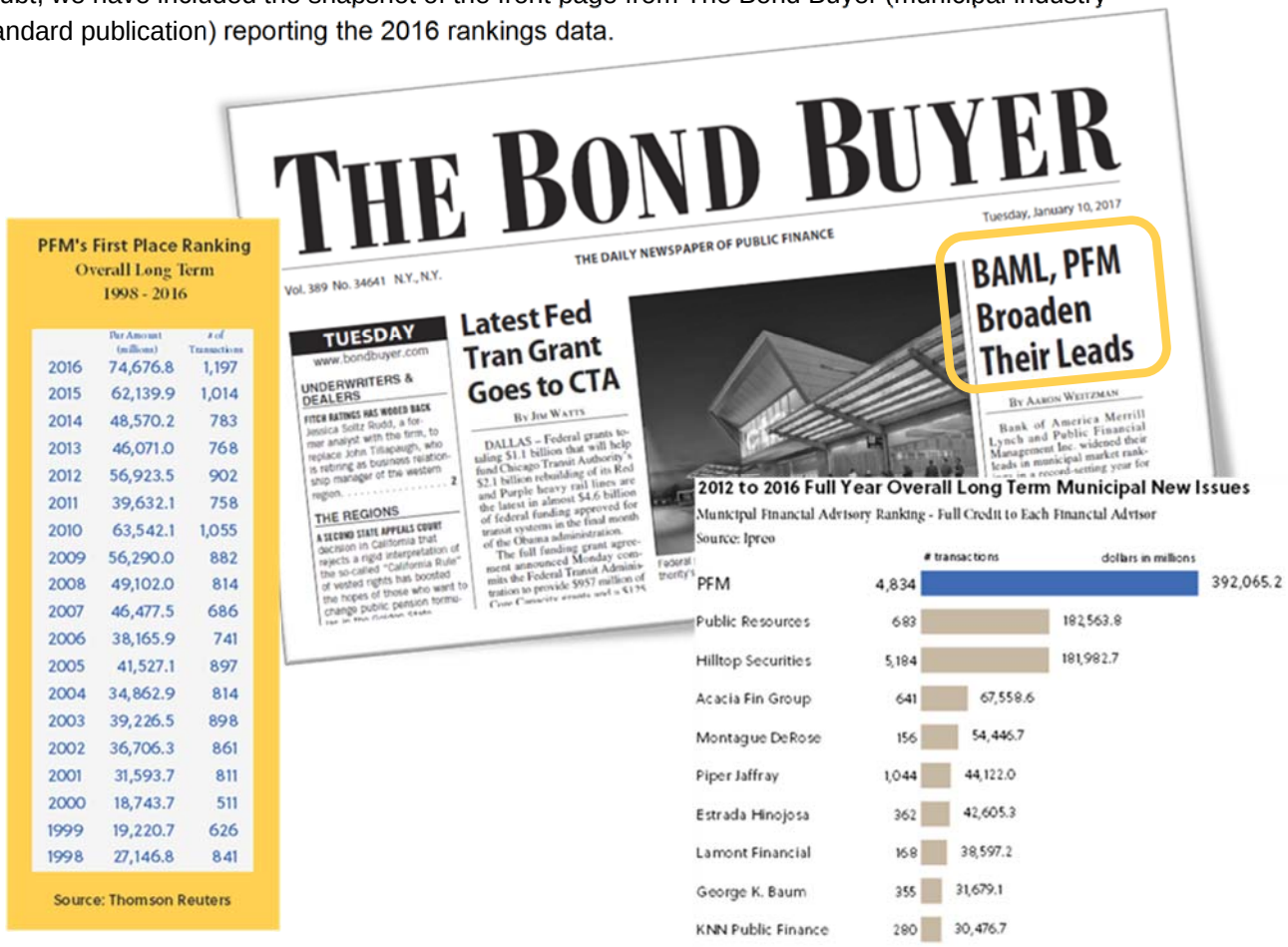
Optional Regulatory Contact

Optional Data Quality Contact

Optional Technical Contact

b. Describe in general your firm's national, statewide and local service capabilities.

PFM's Financial Advisory business' national reputation and consistent growth are evident in our ranking as the nation's top financial advisor in terms of number of transactions and par amount for 19 straight years (source: Thomson Reuters). Many firms may claim to be the top-ranked advisor. In our case, we rely upon factual data from industry standard databases such as Thomson Reuters, and to avoid any doubt, we have included the snapshot of the front page from The Bond Buyer (municipal industry standard publication) reporting the 2016 rankings data.



PFM's First Place Ranking
Overall Long Term
1998 - 2016

	Par Amount (millions)	# of Transactions
2016	74,676.8	1,197
2015	62,139.9	1,014
2014	48,570.2	783
2013	46,071.0	768
2012	56,923.5	902
2011	39,632.1	758
2010	63,542.1	1,055
2009	56,290.0	882
2008	49,102.0	814
2007	46,477.5	686
2006	38,165.9	741
2005	41,527.1	897
2004	34,862.9	814
2003	39,226.5	898
2002	36,706.3	861
2001	31,593.7	811
2000	18,743.7	511
1999	19,220.7	626
1998	27,146.8	841

Source: Thomson Reuters

We recognize that rankings on their own are only statistics, and as such we encourage the County to contact other counties (see list of current county clients and contact information on pages 15-19), to get a deeper sense of the level of service provided by the PFM Financial Advisory professionals that would be assigned to the County.

Florida Market Leader

Our national market presence is enhanced by our presence in the State of Florida. From 2012-2016, we served as financial advisor on 368 transactions with a par amount in excess of $30 billion (Source: Ipreo). This is almost 7 times more than our closest competitor. Of this amount, 87 transactions with a par amount in excess of $6.8 billion were completed in 2016 alone (Source: Ipreo).

Why is this relevant to you? A County typically uses 3 or 4 different types of financings (General Obligation Bonds, Water and Sewer Bonds, Sales Tax Bonds, Tourist Development Bonds, etc.). If a firm is only completing a total of 10 to 15 financing per year, it is likely that firm is only completing 1 or 2 financings of each type, sometimes none. Our Florida team strategically built a practice that completes ten or twenty financings of each type per year. This ensures that the clients we advise are always current with the latest trends regarding ratings, investor demands and structuring concepts. All of which help result in efficient and effective plans of finance.

2012 to 2016 Full Year Florida Overall Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor
Source: Ipreo

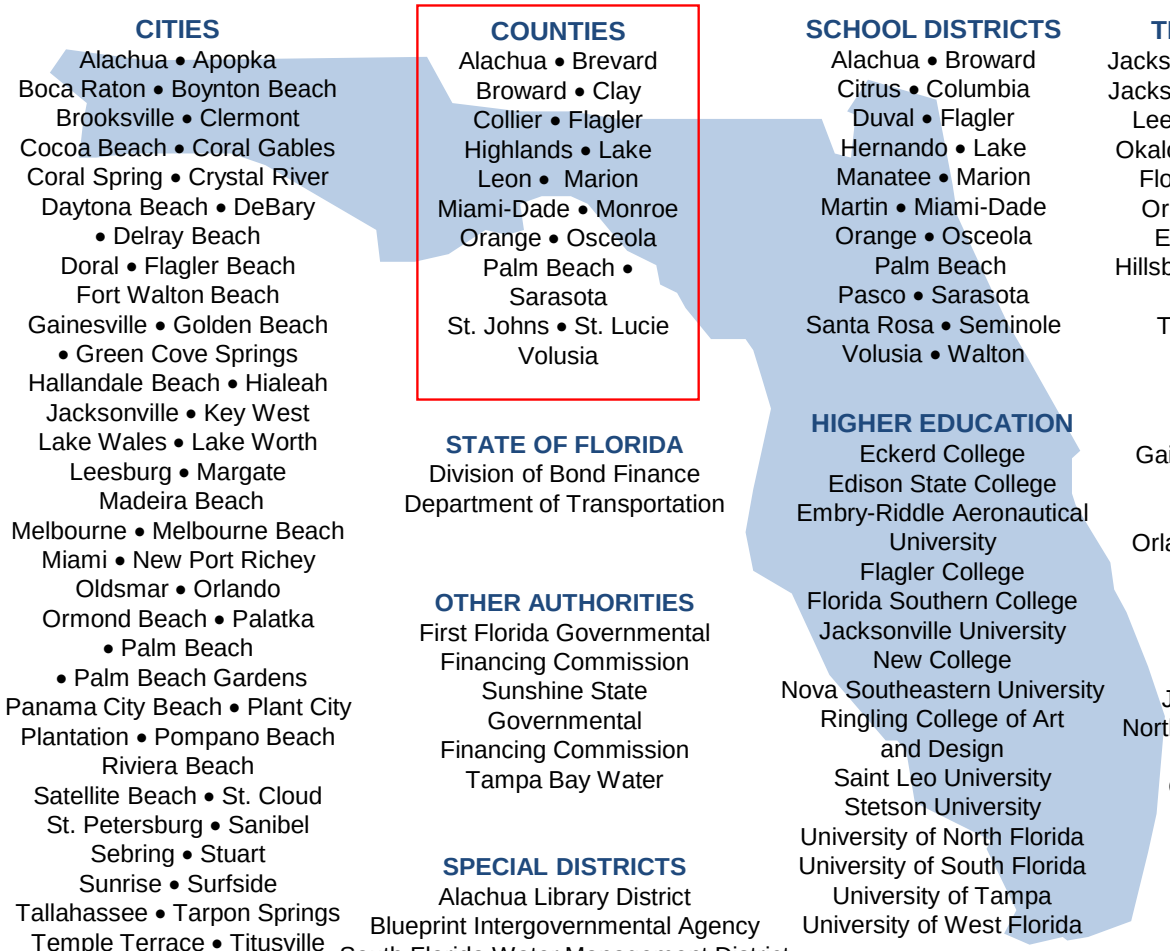
	# transactions	dollars in millions
PFM	368	30,228.3
Hilltop Securities	53	7,182.4
Raymond James	13	6,425.7
Public Resources	34	3,726.7
Fidelity Financial	16	2,599.4
Dunlap & Associates	45	2,555.2
RBC Capital Mkts	30	2,305.0
Ford & Associates	47	2,218.6
Kaufman Hall	19	2,118.8
Frasca & Associates	6	2,115.7

2016 Full Year Florida Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor
Source: Ipreo

	# transactions	dollars in millions
PFM	87	6,816.1
Division of Bond Fin	15	2,130.7
Hilltop Securities	14	1,663.5
Raymond James	4	1,654.8
Natl Minority Cons	2	783.0
Kaufman Hall	5	741.6
Dunlap & Associates	7	693.0
Ponder	4	666.9
Public Resources	9	535.2
Ford & Associates	9	401.7

PFM's Financial Advisory business opened its first Florida office in 1986 and has been providing independent financial advisory services to Florida issuers for over 30 years. During this time we have developed an unmatched expertise in providing services to meet all of the financial needs of our clients. Our approach has resulted in the firm continuing to add new clients while maintaining existing clients, as shown in the graphic below, which provides a representative listing of our current Florida clients (as of June 1, 2017), with counties highlighted in the red box.



CITIES

Alachua • Apopka
Boca Raton • Boynton Beach
Brooksville • Clermont
Cocoa Beach • Coral Gables
Coral Spring • Crystal River
Daytona Beach • DeBary
• Delray Beach
Doral • Flagler Beach
Fort Walton Beach
Gainesville • Golden Beach
• Green Cove Springs
Hallandale Beach • Hialeah
Jacksonville • Key West
Lake Wales • Lake Worth
Leesburg • Margate
Madeira Beach
Melbourne • Melbourne Beach
Miami • New Port Richey
Oldsmar • Orlando
Ormond Beach • Palatka
• Palm Beach
• Palm Beach Gardens
Panama City Beach • Plant City
Plantation • Pompano Beach
Riviera Beach
Satellite Beach • St. Cloud
St. Petersburg • Sanibel
Sebring • Stuart
Sunrise • Surfside
Tallahassee • Tarpon Springs
Temple Terrace • Titusville
West Palm Beach • Winter
Haven
Winter Garden • Winter Park
Winter Springs

COUNTIES

Alachua • Brevard
Broward • Clay
Collier • Flagler
Highlands • Lake
Leon • Marion
Miami-Dade • Monroe
Orange • Osceola
Palm Beach •
Sarasota
St. Johns • St. Lucie
Volusia

STATE OF FLORIDA

Division of Bond Finance
Department of Transportation

OTHER AUTHORITIES

First Florida Governmental
Financing Commission
Sunshine State
Governmental
Financing Commission
Tampa Bay Water

SPECIAL DISTRICTS

Alachua Library District
Blueprint Intergovernmental Agency
South Florida Water Management District

SCHOOL DISTRICTS

Alachua • Broward
Citrus • Columbia
Duval • Flagler
Hernando • Lake
Manatee • Marion
Martin • Miami-Dade
Orange • Osceola
Palm Beach
Pasco • Sarasota
Santa Rosa • Seminole
Volusia • Walton

HIGHER EDUCATION

Eckerd College
Edison State College
Embry-Riddle Aeronautical
University
Flagler College
Florida Southern College
Jacksonville University
New College
Nova Southeastern University
Ringling College of Art
and Design
Saint Leo University
Stetson University
University of North Florida
University of South Florida
University of Tampa
University of West Florida

TRANSPORTATION

Jacksonville Aviation Authority
Jacksonville Seaport Authority
Lee County Port Authority
Okaloosa County (Northwest
Florida Regional Airport)
Orlando-Orange County
Expressway Authority
Hillsborough County Aviation
Authority
Tampa Port Authority

UTILITIES

Gainesville Regional Utilities
Jacksonville Electric
Authority
Orlando Utilities Commission

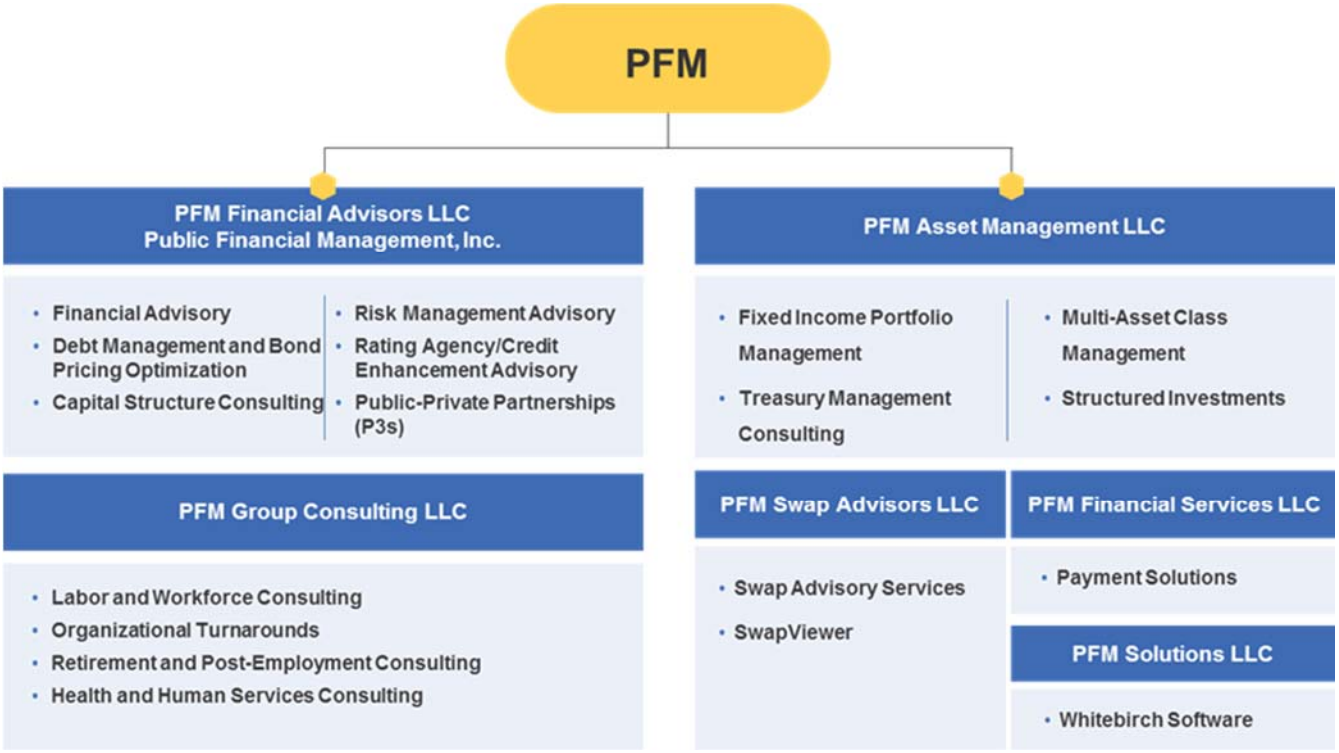
HEALTHCARE

Brooks Rehabilitation
Jackson Health System
North Broward Hospital District
OneBlood, Inc.
Orange County Health
Facilities Authority

Note: The list of clients is for informational purposes and does not represent an endorsement or testimonial of services by clients.

c. Describe resources available to your firm such as computer capability, access to market information, personnel with specialized knowledge and legal expertise in the governmental (including tax exempt) field.

As client's needs have evolved and expanded, we have developed a wide range of expertise to assist clients. Each affiliate was created to provide the proper regulatory and operating structure. The core financial advisory services will be provided by PFMFA and will consist of bond or loan-transaction management, debt-portfolio optimization, capital planning, rating agency strategy, debt and financial policy development, among other services. At the same time, the County pursuant to separate agreement has access to the affiliates of PFM that assist with asset management, management and budget consulting, arbitrage rebate, verification reports and other related options. Each of these entities was created in an effort to offer clients services needed to address opportunities and challenges of an ever changing market landscape.



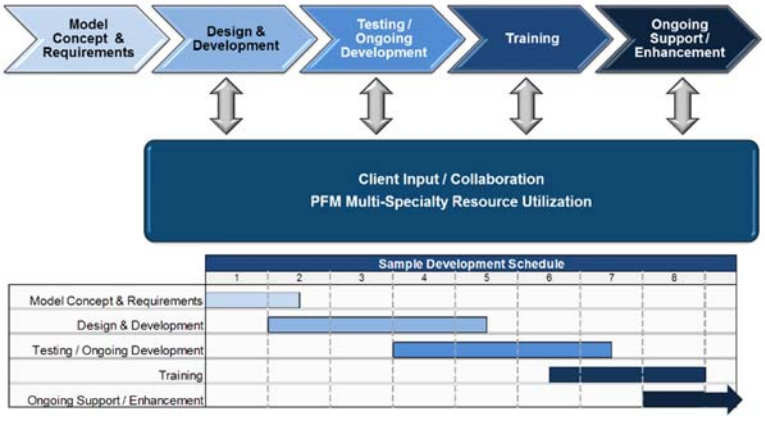
PFM Market Access Systems

Along with a wide breadth of services PFM can provide, we also leverage a broad array of sector-specific technological resources when advising clients on structuring and pricing bonds. In addition to expert deployment of industry-standard technology, our Financial Advisory professionals utilize proprietary models and an industry-leading application of linear optimization software, allowing the firm to develop optimized solutions for complex transactions. The firm uses nationally recognized timesharing networks and database management systems, including those maintained by Bloomberg, Municipal Market Advisors, Thomson Reuters, Ipreo, and Moody's Municipal Financial Ratio Analysis. Each one of our project teams consists of members proficient in deploying DBC Finance software, Bloomberg data accessible via the firm's multiple Bloomberg terminals, proprietary Excel-based software enhanced with commercial add-ins, and credit analysis via ratings agency databases. Additionally, we maintain dedicated teams, solely focused on the impactful leveraging of the firm's technological resources



Quantitative Strategies Group (QSG)

PFM's Quantitative Strategies Group (QSG) serves as our dedicated in-house "problem-solvers" for complex challenges faced by our offices and clients throughout the country. QSG is made up of professionals committed to developing proactive strategies and tools for all of PFM's business practices. In addition to their roles as modeling experts and training coordinators, members of QSG develop customized solutions to meet each of our client's unique quantitative needs. We provide services that address the full scope of strategic and operational considerations, from capital financing approaches to strategic planning and budgeting, to investment-management tactics. Our models in financial risk management, structural optimization, refunding efficiency, forward pricing, other post-employment benefits, and budget projection assist us in achieving these objectives. While QSG originally was created to serve as an internal resource, we have found that the group offers unique value, talents, and services to our clients that are not readily available from other firms. The QSG will work side by side with PFM's Florida team to develop a fully customized, dynamic interactive model that meets the needs of the County.



Whitebirch Financial Modeling Platform

PFM has recognized a need in the market for dynamic forecasting and modeling, which drove the process for our latest innovative tool that is available to the County. As local governments in Florida look for ways to monitor policy changes and their effect on future financial metrics, Whitebirch Financial Modeling Platform[3] (Whitebirch) meets this objective. Clients use this software as a tool for managing key criteria reviewed by ratings agencies, and look at how things like increased homestead exemption will impact the budget.

Our affiliate, PFM Solutions LLC, recently introduced Whitebirch: a flexible financial modeling platform designed to produce dynamic, multi-year financial projections to facilitate strategic planning. Users can customize logic and establish relationships among an unlimited number of independent variables. Its patented architecture permits users to easily consider alternative portfolios of operating and capital assumptions, and its browser-based functionality allows for distributed use and multi-dimensional reporting. Whitebirch has specific applicability for long-range planning for general and enterprise funds.

The architecture behind Whitebirch provides users flexibility in designing and building their institution's unique financial and organizational logic. However, unlike spreadsheets, Whitebirch permits users to layer alternative versions of both variables and formulae, and choose the version applicable to a given scenario. Spreadsheets are limited to one data point or one formula per cell, requiring users to either save alternative assumption sets, save alternative model versions, and/or utilize complicated formulae and functions to conduct sensitivity analysis.

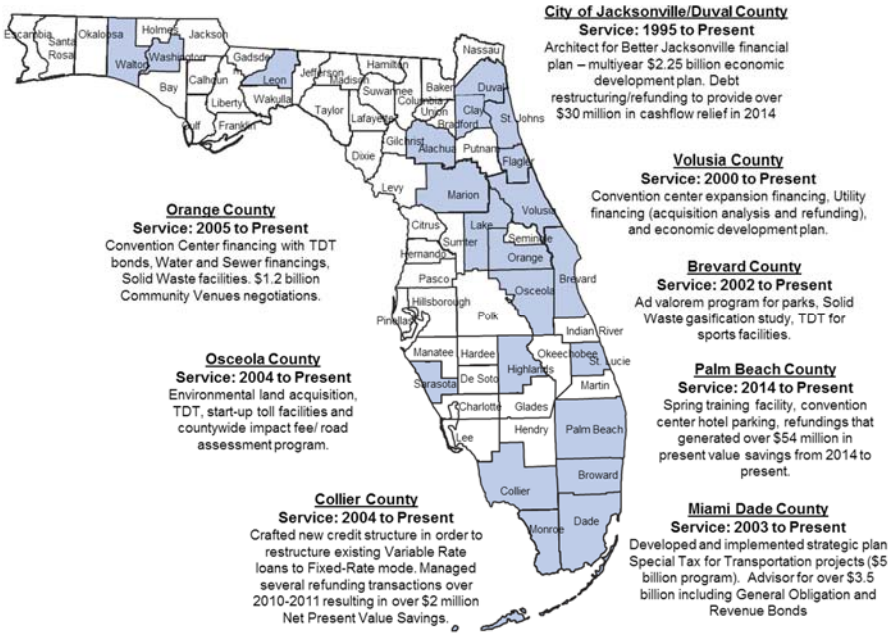
Whitebirch is designed to produce longer-term strategic projections. Analysis is conducted at a higher level to eliminate false precision. Traditionally, budgeting software answers a particular set of short-term questions that require a very detailed analysis, often on an object-code and fund-by-fund basis. Forecasting is often an extension of this detailed analysis, a roll-up of a simple projection of the detailed budget. By virtue of the detail inherent in such analysis, consideration of change variables and alternative scenarios of initiatives and projects is difficult and time-consuming. In contrast, Whitebirch focuses analysis on alternative scenarios of operating and capital initiatives, with varying costs, timing, and funding sources, thereby creating a mission-level decision-making tool.

[3] *Whitebirch services offered by affiliate PFM Solutions LLC are offered pursuant to separate agreement.*

d. Describe your firm's experience in serving as a financial advisor to local governmental units.

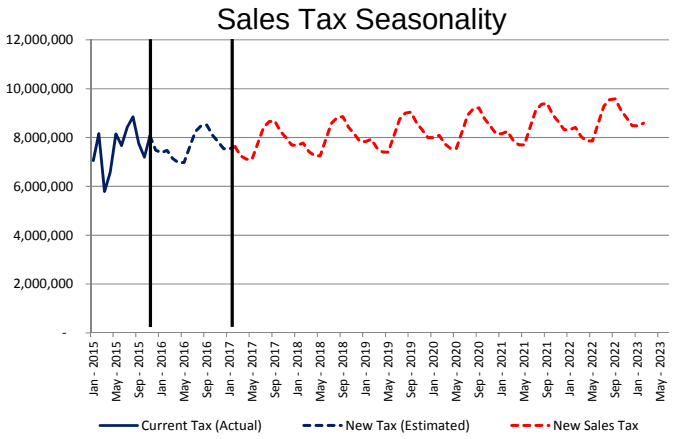
PFM's Financial Advisory business' experience is represented in our rankings as the number one financial advisor in the state of Florida and the Country. We have direct and applicable experience assisting issuers with every type of financing done in the state of Florida, which include General Obligation, Sales Tax, Tourist Development Tax, Water and Sewer, Solid Waste, Energy as well as Covenant to Budget and Appropriate, to name a few. But transaction experience is only one element of our role as a financial advisor, and after a review of the proposed scope of work included in the RFP we feel equipped to meet all of the needs laid out in the desired scope of work.

Our knowledge of the financial issues and challenges facing Florida counties is derived from the experience we have gained serving counties and related agencies in Florida for over three decades. We understand County specific challenges driven by State legislative mandates and the complexities of working locally with cities and multi-jurisdictional agencies. Most recently PFM has advocated on behalf of our clients regarding proposed legislation purported to increase "Transparency" and "Responsibility" in local governments based on an act relating to local government fiscal responsibility (amending s. 125.0104(6), F.S). In reality, the legislation was an effort to constrain local government's ability to address local needs. Under the originally proposed legislation, debt referenda would require 60% approval and any debt longer than five years would require a referendum. Additionally, the legislation would limit fund balances outside the general fund to 10%, clearly a credit negative and NOT "responsible." Due to the depth of knowledge and data related to counties that we possess, we were able to assemble information that helped legislators evaluate the proposals based on facts as opposed to rhetoric. As a result, even before the legislation was heard, some of the more onerous provisions were eliminated. This type of work is one reason we possess an extensive list of Florida counties, which continues to grow. A brief overview of select prior and current engagements is provided below, and highlights our capabilities and expertise assisting Florida counties.



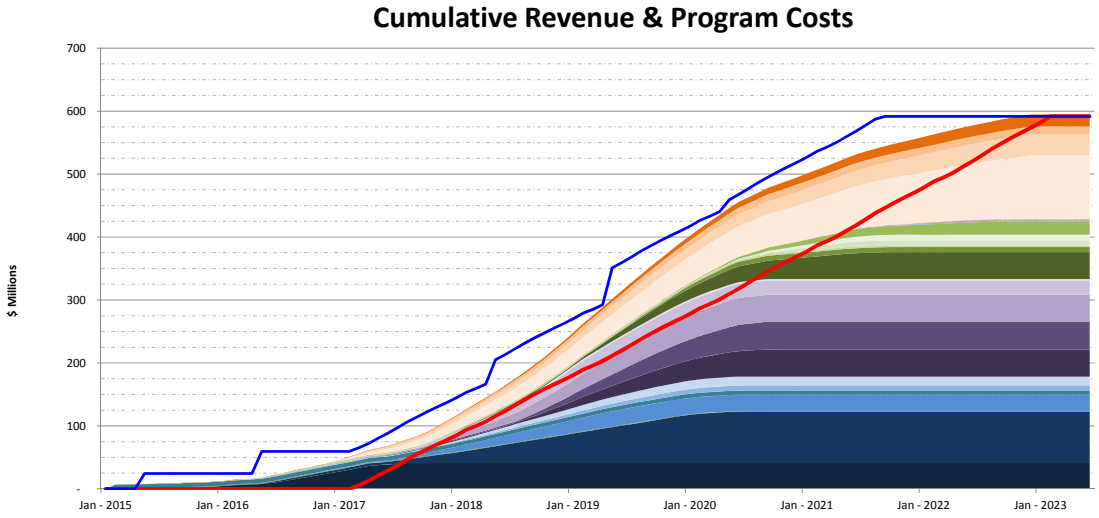
Note: Shaded areas represent PFM's prior county experience. This list is for informational purposes only. Clients listed are not endorsing or providing a testimonial as to services provided.

One area we have significant experience is working with clients on their Tourist Development Tax (see Orange County case study on page 53) and Sales Tax (see Better Jacksonville case study on pages 54-55) bonding programs. The challenge with pay-go capital programs can largely be mitigated with a strategic approach to minimize the interest costs of interim financing ahead of when revenues are received. One thing PFM would propose for the County's Sales Tax program, which was recently approved via referendum, is an evaluation of any "early out" projects. These are projects the County would like to start working on prior to revenues being available. Revenue sensitivity analysis is something that is critical to planning for a cash funded capital program.



Early collection estimates for a tax are based on known recent data for recent/current tax collections of a similar tax, but long-term projections are significantly affected by growth early in the program funding period. Managing changes to construction timing based on revenue volatility requires an active approach, with periodic updates made available to the decision makers. With a goal of maximizing the amount of funded projects and minimizing interest cost, it is important to balance construction inflation with interest costs on interim financing.

Below is an output from a planning model that shows the sales tax program's cumulative spending, by project. Notice that by periodically increasing funds available for projects (blue line), interim financing can be secured along the way (at very low borrowing costs) to allow for major road and bridge construction contracts to be entered into prior to revenue collections (red line).



e. Please list your most recent clients within the State of Florida, including the names, addresses, e-mail addresses, and telephone numbers of contact persons; briefly describe the services performed for these clients, including the dollar amount of the issues or other financing.

Below is a table that includes active Florida County clients where PFM is currently under contract. It is important to note the length of time PFM has worked with many of these clients, in most cases being re-hired through multiple RFP cycles. We encourage the County to reach out to any of our clients to gauge the level of service provided.

Alachua County, FL 12 S.E. First Street, 4th Floor P.O. Box 939 (32602-2877) Gainesville, FL 32601 **Todd Hutchison, Finance Director** (352) 374-3605 nth@alachuaclerk.org	**Engagement Manager:** Jeremy Niedfeldt **Services Provided**: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service:** 1990 to Present **Par Amount:** $72,887,000 **Number of Deals**: 7
Brevard County, FL 400 South Street, 3rd Floor Titusville, Florida 32780 **Mark Peterson, Financial Accounting Supervisor** (321) 637-2002 Mark.Peterson@brevardclerk.us	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service**: 1994 to Present **Par Amount:** $231,285,000 **Number of Deals:** 12
Broward County, FL 115 S. Andrews Avenue, Fort Lauderdale, FL 33301 **Stephen Farmer, Assistant to the Dpt Director** (954) 357-7130 SFARMER@broward.org	**Engagement Manager**: David Moore **Services Provided**: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service**: 2008 to Present **Par Amount:** $832,225,000 **Number of Deals:** 7

Collier County, FL 3299 Tamiami Trail East Naples, FL 34112 **Mark Isackson, Corporate Financial & Mgmnt. Services** (239) 252-8717 MarkIsackson@colliergov.net	**Engagement Manager:** Sergio Masvidal **Services Provided**: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service**: 2008 to Present **Par Amount:** $424,131,395 **Number of Deals:** 13
Flagler County, FL 1769 E. Moody Blvd Bunnell, FL 32110 **Lorie Bailey Brown, Financial Services Director** (386) 313-4036 lbrown@flaglercounty.org	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service**: 2005 to Present **Par Amount:** $127,649,000 **Number of Deals:** 13
City of Jacksonville/Duval County 117 W. Duval Street City Hall, Suite 300 Jacksonville, FL 32202 **Joey Grieve, Treasurer** (904) 630-5940 pgrieve@coj.net	**Engagement Manager:** David Moore / Jeremy Niedfeldt **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service**: 1995 to Present **Par Amount:** $2,351,995,000 **Number of Deals:** 30
Highlands County 600 South Commerce Ave. Sebring, FL 33870 **Timothy R. Mechling, OMB Senior Manager** (863) 402-6522 tmechling@hcbcc.org	**Engagement Manager:** Jeremy Niedfeldt **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service**: 2012 to Present **Par Amount:** $47,200,000 **Number of Deals: 3**

Lake County, FL 315 West Main St. Tavares, Florida 32778 **Jennifer Barker, Budget Manager** (352) 343-9823 jbarker@lakecountyfl.gov	**Engagement Manager:** Jay Glover / Jeremy Niedfeldt Services Provided: **Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management** Dates of Service: **2015 to Present** Par Amount: **$96,935,000** Number of Deals: **3**
Leon County, FL 301 S Monroe St. Tallahassee, FL 32301 **Alan Rosenzweig, Assistant County Administrator** (850) 606-5318 rosenzweiga@leoncountyfl.gov	**Engagement Manager:** Jeremy Niedfeldt **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service**: 2004 to Present **Par Amount:** $67,106,000 **Number of Deals:** 5
Marion County, FL 110 N. W. 1st Avenue Ocala, FL 34475 **John W. Garri, CPA, Finance Director** (352) 671-5520 john@marioncountyclerk.org	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service:** 1995 to Present **Par Amount:** $99,986,747 **Number of Deals:** 8
Miami-Dade County, FL 111 N.W. 1st Street - Suite 2550 Miami, FL 33128-1929 **Arlesa Wood, Senior Bond Analyst** Division of Bond Administration (305) 375-2275 AL2@miamidade.gov	**Engagement Manager:** Sergio Masvidal **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service:** 2001 to Present **Par Amount:** $4,103,283,835 **Number of Deals:** 29

Monroe County, FL OMB, Suite 2-213 1100 Simonton Street Key West, FL 33040 **Tina Boan, Budget Director** (305) 292-4472 boan-tina@monroecounty-fl.gov	**Engagement Manager:** Sergio Masvidal Services Provided: **Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management** Dates of Service: **2004 to Present** Par Amount: **$31,885,000** Number of Deals: **1**
Osceola County 1 Courthouse Square, Suite 2100 Kissimmee, Florida 34741 **Donna Renberg, Assistant County Manager** (407) 742-1808 donna.renberg@osceola.org	**Engagement Manager**: Brent Wilder/ Jeremy Niedfeldt **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service:** 2005 to Present **Par Amount:** $234,330,000 **Number of Deals:** 6
Palm Beach County 301 N. Olive Avenue, 7th Floor West Palm Beach, FL 33401 **Sherry Brown, Debt Manager** (561) 355-2733 sbrown4@pbcgov.com	**Engagement Manager:** David Moore **Services Provided**: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service:** 2014 to Present **Par Amount:** $545,410,000 **Number of Deals:** 13
Sarasota County 1660 Ringling Boulevard Sarasota, Florida 34236 **Nicole Jovanovski, Director of Finance** (941) 861-5184 njovanov@scgov.net	**Engagement Manager:** Jay Glover **Services Provided**: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service:** 2012 to Present **Par Amount:** $341,916,000 **Number of Deals:** 17

St. Johns County, FL 500 San Sebastian View St. Augustine, FL 32084 **Jesse Dunn, Budget Director** (904) 209-0568 jdunn@sjcfl.us	**Engagement Manager:** Jay Glover Services Provided: **Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management** Dates of Service: **1992 to Present** Par Amount: **$166,170,000** Number of Deals: **10**
St. Lucie County, FL 2300 Virginia Avenue Fort Pierce, FL 34982-5652 **Jennifer Hill, Director, Office of Management & Budget** (772) 462-1723 hillj@stlucieco.org	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service:** 2006 to Present **Par Amount:** $119,873,201 **Number of Deals:** 13
Volusia County, FL Thomas C. Kelly Administration Bldg. 123 West Indiana Avenue DeLand, FL 32720 **Donna de Peyster, Chief Financial Officer** (386) 943-7054 ddepeyster@volusia.org	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management **Dates of Service:** 2001 to Present **Par Amount:** $133,330,000 **Number of Deals:** 10

f. Indicate your firm's experience in dealing with major rating agencies during the past two years, including the extent to which governmental clients were involved.

PFM's Financial Advisory business has developed considerable experience working with the major national rating agencies, particularly as they relate to Florida credits. For decades, credit ratings for Florida issuers were handicapped by rating agencies' predisposition against tourism-heavy economies and high-growth regions similar to the County. Rating agencies overvalued large, manufacturing-based economies, even as the national economy was moving to more of a service-based economy. However, the reforms of Dodd-Frank required the rating agencies to review internal policies and publish new rating criteria. For each rating agency's new policy, we have developed comprehensive models that provide issuers with a "scorecard" (as shown on the following page) demonstrating the issuer's strengths and weaknesses. This analytical approach to scrutinizing credits is an extension of our long-standing approach to identify strengths and weaknesses in the scoring criteria, which provides a blueprint for a long-term strategy to obtain ratings upgrades. We advise five of the seven Florida counties that are rated "AAA" by at least one rating agency. Our blueprint has helped these clients obtain "AAA" ratings and maintain the ratings in a difficult economy.

In addition to the highest-rated credits, PFM's Financial Advisory business has experience with a wide range of Florida credits, including cities, counties, school districts, and agencies. In the last two years, we have assisted our Florida clients on more than 100 rated financings. In each case the rating agency process was tailored to the unique needs of the client. We believe it is critical for the issuer to "tell their story". So, we serve as a resource in crafting the rating agency presentation and managing the dialogue. We help the clients prepare for rating agency calls and meetings, but believe it is critical for the client to make the presentations and/or manage the rating calls.

Our Observations of Bay County's Credit Ratings

One of the main tasks of the County's financial advisor is to work with the County to obtain, maintain, or improve its credit ratings. As a result of our firms experience advising hundreds of clients each year on the issuance of tax-exempt securities for a wide range of purposes, PFM's Financial Advisory team has developed a clear understanding of the analytical methods utilized by Moody's Investors Service ("Moody's"), Standard & Poor's ("S&P"), and Fitch Ratings ("Fitch"). Our professional staff is trained to conduct in-depth credit analyses comparable to the rating agencies, so that both credit strengths and weaknesses can be identified by the issuer prior to the presentation of materials to rating analysts. This experience has been utilized effectively to support the improvement of credit ratings assigned to communities throughout Florida, as well as to maintain credit ratings during economic turmoil.

Since the onset of the financial crisis, the credit rating process has taken on greater significance. We have worked closely with the rating agencies to understand their concerns and methodology, and our experience will help us work with County staff to design ratings presentations to specifically address each agency's questions in a meaningful way. In addition, we maintain contact with staff members at the rating agencies regarding their views of debt covenants, innovative financing techniques, and unusual debt structures. Our position as a market leader led the rating agencies to consult with PFM's Financial Advisory practice as they developed the new criteria. One of the keys to PFM's success serving clients

such as Bay County is our ability to apply sophisticated analytical tools and comprehensive analysis in a manner that is appropriate for each client. We have been at the forefront of innovation regarding our approach to interactions with the rating agencies.

We have prepared a preliminary analysis of the Moody's scorecard based on the County's most recently published financial metrics. This provides a clear picture of the credit's strengths, as well as potential weaknesses. It must be noted that the numbers do not always present the full picture. Therefore, the scorecard criteria allows for adjustments to be made at the discretion of the rating committee

Bay County - Moody's Rating Scorecard										
		Score	Aaa	Aa	A	Baa	Ba	B and Below	Weight	Implied Rating
Economy/Tax Base	Tax Base Size: Full Value	$20,764,763,000	> $12B	$12B ≥ n > $1.4B	$1.4B ≥ n > $240M	$240M ≥ n > $120M	$120M ≥ n > $60M	≤ $60M	10.0%	Aaa
	Tax Base Per Capita	$117,971	> $150,000	$150,000 ≥ n > $65,000	$65,000 ≥ n > $35,000	$35,000 ≥ n > $20,000	$20,000 ≥ n > $10,000	≤ $10,000	10.0%	Aa
	Median Family Income as % of US Median	87.88%	> 150% of US median	150% to 90% of US median	90% to 75% of US median	75% to 50% of US median	50% to 40% of US median	≤ 40% of US median	10.0%	A
Finances	Fund Balance as % of Revenues	15.10%	> 30.0%	30.0% ≥ n > 15.0%	15.0% ≥ n > 5.0%	5.0% ≥ n > 0.0%	0.0% ≥ n > -2.5%	≤ -2.5%	10.0%	Aa
	5-Year Dollar Change in Fund Balance as % of Revenues	-0.60%	> 25.0%	25.0% ≥ n > 10.0%	10.0% ≥ n > 0.0%	0.0% ≥ n > -10.0%	-10.0% ≥ n > -18.0%	≤ -18.0%	5.0%	Baa
	Cash Balance as % of Revenues	54.10%	> 25.0%	25.0% ≥ n > 10.0%	10.0% ≥ n > 5.0%	5.0% ≥ n > 0.0%	0.0% ≥ n > -2.5%	≤ -2.5%	10.0%	Aaa
	5-Year Dollar Change in Cash Balance as % of Revenues	26.50%	> 25.0%	25.0% ≥ n > 10.0%	10.0% ≥ n > 0.0%	0.0% ≥ n > -10.0%	-10.0% ≥ n > -18.0%	≤ -18.0%	5.0%	Aaa
Management	Institutional Framework	Aa	Very strong legal ability to match resources with spending	Strong legal ability to match resources with spending	Moderate legal ability to match resources with spending	Limited legal ability to match resources with spending	Poor legal ability to match resources with spending	Very poor or no legal ability to match resources with spending	10.0%	Aa
	Operating History: 5-Year Average of Operating Revenues / Operating Expenditures	1.00x	> 1.05x	1.05x ≥ n > 1.02x	1.02x ≥ n > 0.98x	0.98x ≥ n > 0.95x	0.95x ≥ n > 0.92x	≤ 0.92x	10.0%	A
Debt/Pension	Net Direct Debt / Full Value	0.42%	< 0.75%	0.75% ≤ n < 1.75%	1.75% ≤ n < 4.00%	4.00% ≤ n < 10.00%	10.00% ≤ n < 15.00%	≥ 15.00%	5.0%	Aaa
	Net Direct Debt / Operating Revenues	0.54x	< 0.33x	0.33x ≤ n < 0.67x	0.67x ≤ n < 3.00x	3.00x ≤ n < 5.00x	5.00x ≤ n < 7.00x	≥ 7.00x	5.0%	Aa
	3-Year Average of Moody's Adjusted Net Pension Liability / Full Value	1.20%	< 0.90%	0.90% ≤ n < 2.10%	2.10% ≤ n < 4.80%	4.80% ≤ n < 12.00%	12.00% ≤ n < 18.00%	≥ 18.00%	5.0%	Aa
	3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues	1.59x	< 0.40x	0.40x ≤ n < 0.80x	0.80x ≤ n < 3.60x	3.60x ≤ n < 6.00x	6.00x ≤ n < 8.40x	≥ 8.40x	5.0%	A
									Overall Rating	Aa2

(1) Indicative Rating based on Moody's US Local Government General Obligation Debt Rating Methodology (dated June 1, 2017) calculated within PFM's proprietary credit calculator. Metrics based on both the City's FY 2016-2012 CAFR and Moody's MFRA (Municipal Financial Ratio Analysis) Data
(2) For illustrative purposes only

Once the grid shown above is prepared, we discuss the results with staff and compare the data to the issuer's existing rating. For Bay County, all criteria scores fall in the range of "Baa" through "Aaa", which is expected given the County's tax base and high scores in the Debt and Pension category. The credit "weaknesses" when looking at the Moody's criteria are focused on operating efficiency and fund balance policy. Given the impact of the global financial turmoil, a low score on the fund balance ratio is common for many local governments in Florida. Plus the County's strong cash position should help offset this concern. Overall, we believe the County should be rated in the "Aa" category, as suggested with the output of our baseline scorecard here.

PFM prepares for any rating discussion by analyzing key financial metrics for the County and its peers. We developed an initial "peer" group of ten Counties across that state of Florida that share similar revenues, population, geographic location and tax base to Bay County.

After discussing with County staff, we can make adjustments or additions to the "peer" group shown below:

Moody's Financial Ratio Analysis

Analyst Adjusted - Local Governments - County - Comp Report

		Financial Data : Financial Statistics & Ratios								
	Current Senior Most Rating*	Total General Fund Revenues ($000)	General Fund Balance as % of Revenues	Unreserved, Undesignated General Fund Balance as % of Revenues	Total Full Value ($000)	Top Ten TaxPayers as % of Total	Direct Net Debt as % of Full Value	Debt Burden (Overall Net Debt as % Full Value)	Debt Service as % of Operating Expenditures	Population 2010 Census
Alachua County, FL	Aa2	159,686	17.1	11.2	24,414,646	8.5	0.3	0.5	6.5	254,218
Bay County, FL	**Aa2**	**105,617**	**28.5**	**22.1**	**20,764,763**	**8.2**	**0.4**	**0.9**	**4.6**	**175,353**
Charlotte County, FL	Aa2	149,305	47.7	30.9	19,578,292	4.4	0.6	1.0	6.0	165,783
Escambia County, FL	Aa2	172,204	27.5	19.8	26,677,322	10.3	0.4	0.9	3.8	306,327
Hernando County, FL	Aa2	83,528	27.1	33.0	12,394,815	13.3	0.3	1.4	3.7	174,809
Indian River County, FL	N/A	110,751	45.4	45.4	N/A	3.1	N/A	0.9	5.4	142,866
Leon County, FL	Aa2	148,997	21.4	14.5	25,108,338	5.0	0.2	1.1	4.2	282,940
Martin County, FL	N/A	130,823	26.8	16.9	24,603,894	13.6	0.2	0.6	6.1	151,586
Okalossa County, FL	Aa3	94,563	9.1	2.5	20,828,134	3.3	0.3	0.7	7.5	192,237
St. John's County, FL	Aa1	148,808	34.1	28.8	25,732,438	3.1	0.8	0.9	7.9	210,495
St. Lucie County, FL	Aa2	155,674	36.2	25.6	25,609,843	20.2	0.4	3.6	5.8	288,006
Florida County Medians	Aa2	148,808	27.5	22.1	24,509,270	8.2	0.4	0.9	5.8	208,803
Aa2 County Medians	Aa2	149,305	27.5	22.1	24,414,646	8.5	0.4	1.0	4.6	254,218

* The Rating displayed in MFRA is the most recent derived underlying rating issued by Moody's Investors Service, Inc.

Our tailored approached during the ratings process helps the client tell their story and not a generic "canned" presentation. By consistently tracking the County's various ratings subcategories, we are able to work in tandem to create a meaningful presentation that truly showcases the County's credit strengths and we can provide advice on a long-term plan that helps the County maintain and improve their current rating. Below are two cases studies that show our involvement and success in both the ratings process and long-term Planning.

CASE STUDY: Osceola County, FL – Ratings Approach on Public Improvement Revenue Bonds, Series 2017

As financial advisor to Osceola County, FL (the "County"), we developed a plan of finance for the recently priced Public Improvement Revenue Bonds, Series 2017. This transaction was a taxable deal secured by the County's Covenant to Budget and Appropriate (CB&A), which priced on September 26, 2017 and closed on October 4, 2017. Prior to issuing this transaction, the County indicated that the goal was to achieve budget certainty through the issuance of long-term fixed rate debt (with call flexibility) over a 30-year term. Our recommendation was to issue public bonds to achieve this goal, and they chose to issue using a negotiated sale process. Once the underwriting team was selected, we worked with staff to develop a rating agency strategy.

The County has developed a relationship with all three of the major rating agencies over the past several years, and most commonly has used Moody's and Fitch. In 2 of three instance where Moody's and Fitch are used along with S&P, the S&P rating is at least 1-notch lower. Therefore, the County wanted to use both Moody's and Fitch if a rating on the CB&A credit would result in ratings in the "AA" category. While

there is no way to guarantee the credit committee outcome, we performed an analysis to give staff a sense of where we would score the rating using metrics supplied by the rating agencies. Our scorecard placed the Moody's Implied GO at a "Aa2", and we know based on historical standard that the CB&A credits for Counties is typically one-notch lower than the Implied GO. We also know the County has a "AA" rating on its Capital Improvement Revenue Bond credit, which is the same as the assigned IDR. Therefore, with the one-notch rule this resulted in a "AA-" on the County's CB&A credit.

Based on our recommendation to proceed, and the thorough credit overview done by the County during the rating review process, the ratings came back in-line with our analysis. As a result, this financing produced a very efficient all-in taxable borrowing cost to the County of 3.88% over a 30-year horizon.

CASE STUDY: City of Miami, Florida (Long-Term Budget Model)

Facing a severe budget deficit in May 2010, the City of Miami declared financial urgency under a special provision of Florida state law. This declaration allowed the City to reopen its labor contracts off-cycle in order to negotiate changes that would result in budget relief.

To support this process, the City Manager assembled a team of internal and external experts with experience in financial analysis, labor relations, health benefits, and employee retirement programs. As part of this team, PFM's Financial Advisory business had lead responsibility for evaluating the City's internal reporting systems and cash flow, costing wage-related proposals, and for integrating cost benefit analysis from other team members. Throughout the summer of 2010, we evaluated the financial impacts of various proposals developed by the City's labor and finance teams. As part of this exercise, we developed interactive cost benefit models allowing the City to evaluate not only the impact of the original proposals but also the potential impacts of alternative scenarios.

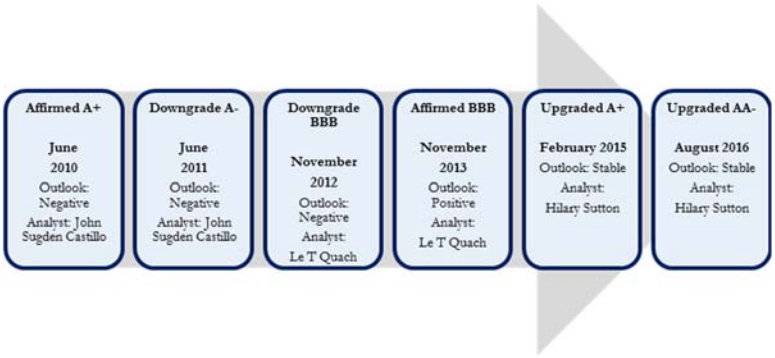
We coordinated with partners on the City's team to consolidate the analyses performed by others on retirement and health benefit proposals. We also supported the development of communication materials to share the synthesized findings of the team with key stakeholders, and participated in public presentations before the City Commission.

In August 2010, the City Commission adopted a set of compensation adjustments estimated to generate $77 million in savings, avoiding a severe budget deficit for FY2011. In 2011, we were reengaged to support City labor analysis for Fiscal Year 2012. Work included the costing of new labor proposals and the development of a model to evaluate various early retirement incentives.

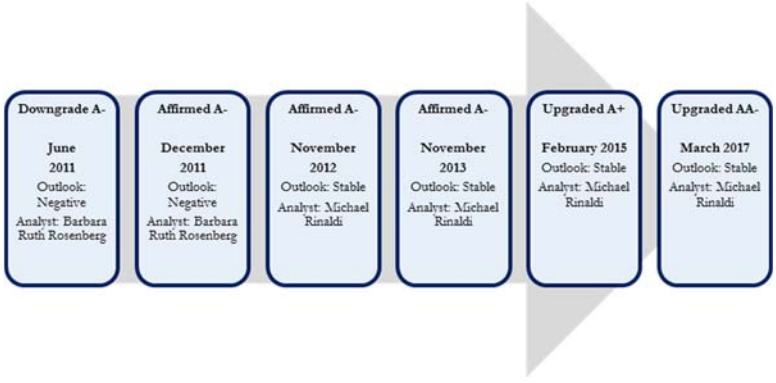
In 2012, PFM's Financial Advisory business created a customized multi-year budget projection model to augment the City's budget analysis and forecasting capabilities. The model organizes and presents the City's baseline fiscal condition at different levels of detail, and applies a variety of user-defined growth rates to generate out-year surplus/gap projections. Further, the budget projection model allows the user to layer in multiple cost saving or revenue enhancement initiatives, allowing management to quantify the impact of potential gap-closing initiatives.

In addition to helping the City navigate financial urgency at the time, we have assisted in saving the City millions of dollars by serving as financial advisor for two separate refunding transactions for the City and the CRA. We also worked with the City to revise their debt policy to become more in line with FGOA best practices, including participation in workshops at City Finance Committee meetings. Finally, and maybe most importantly, PFM's Financial Advisory business worked with the City and the rating agencies in order to demonstrate the City's recovering economic condition. After walking through a credit presentation created by PFM's Financial Advisory team, S&P boosted their rating of the City from BBB to A+, an almost unheard-of four notch increase. In late 2016, S&P revisited the credit and further boosted the City's rating to AA-, combining for a five notch increase from the original BBB score. In the same vein, Fitch boosted the rating on the City from A- to A+ after discussions with the City and PFM, and in 2017 again boosted the City's rating, this time to AA-, accounting for a total of a three notch increase from the original A- rating.

City of Miami S&P Ratings History



City of Miami Fitch Ratings History



g. Describe any innovations that your firm has developed or has been involved with in connection with tax-exempt security issues, briefly outlining the problem, your solutions, and the results.

Ten or fifteen years ago, most local government financings were traditional fixed-rate, level debt service financings issued as public offerings. In recent years, financing options available to issuers have diversified significantly. PFM's Financial Advisory business has been at the forefront of these evolutions, but always views new options with an extra level of scrutiny to make sure clients understand the advantages and disadvantages of these new products. Below are a few examples that have been implemented for municipalities within Florida.

Direct Bank Loan Forward Refundings. Interest rates remain near historic lows, providing issuers the opportunity to generate significant cash flow savings by refinancing existing higher interest debt. For clients that have debt issues that currently are not callable and are not eligible to be advance refunded, a forward delivery, direct bank placement may provide the opportunity to capture the economic benefit of a refunding in the current market. Similar to traditional bank loans, a forward delivery bank loan is structured directly with a bank and may not require the use of rating agencies, offering documents, the issuer's underwriting team, or underwriter's counsel. This can result in significant savings of both time and issuance costs. The interest rate on the loan can be locked in the current market; however, the loan would not close until 90 days of the optional call date on the debt to be refunded. As such, the forward delivery structure results in a current refunding for tax purposes. We have extensive experience with both publicly offered and forward delivery bank loan transactions, and recently has priced forward delivery direct bank loans for the Florida entities of Sarasota County, the City of Coral Springs, and the School Districts of Orange, Seminole, Miami Dade, and Lake County.

Lines of Credit. PFM's Financial Advisory business has also worked with many issuers to utilize lines of credit from commercial banks to fund interim capital needs, including debris clean up following the recent hurricanes. This allows the issuer to draw down funds as needed and only pay interest on funds that have been drawn. The spending timeframe of bond proceeds for large capital projects can be very uncertain. The lines of credit ("LOC") approach allows the issuer to better match the borrowing of funds with spend down of proceeds. At the same time, the issuer is not paying unnecessary interest expense. This can be combined with a traditional long term financing to take out the LOC once the project is completed. PFM is currently working to put in place emergency lines of credit with several clients, to allow them to fund hurricane recovery efforts in advance of anticipated FEMA reimbursements.

Commercial Paper. We created the first Commercial Paper ("CP") program for one of our Florida school district clients that needed debt financing to accelerate construction of critical projects but could not issue long-term debt. We developed a strategy whereby more than $250 million in CP draws were structured to meet spend-down requirements so the proceeds would not be subject to arbitrage yield restrictions. In the end the positive arbitrage and other investment income was so large that interest earnings exceeded interest expenses, resulting in the CP program functioning like a no-cost, $250 million line of credit.

Beyond traditional financings, we have also created new tools to help our local government clients operate more efficiently and plan for the future. Below are a few examples of innovative concepts employed by PFM's Financial Advisory business.

Flexible & Make Whole Call (MWC) Provisions. A “ten year par call” has been the market standard for over a decade. As we continue to work with underwriters to focus on the value of the call option, we have been able to obtain shorter no call periods and add make whole call provisions. MWC provisions were introduced in the municipal market along with Build America Bonds during the financial crisis since a MWC is the norm in the taxable market. Typically there is no financial advantage to a MWC because the premium paid to the investor captures all the benefit of declining interest rates, plus a penalty. However, we recently helped pioneer an adjustment to MWC language that adjusts the MWC premium to be based on the price to the traditional 10 year call date instead of the maturity date. This materially decreases the premium. While still less efficient than a traditional advance refunding, the concept is very appealing for bonds that cannot be advance refunded since the MWC results in a current refunding. While this technique has only been applied to a few financings to date, we have completed over $500 million of the financings, including the first financing which closed in February. PFM’s Financial Advisory business is in the process of implementing the first Florida financing with this structure.

Cost Containment Bonds. PFM’s Financial Advisory business serves as financial advisor to the Florida Utility Debt Securitization Authority (FUDSA), assisting in the development of required interlocal agreements to form the Authority to allow for issuance of Cost Containment Bonds. We have met with rating agencies to introduce the security structure for these bonds, and have worked with the Authority’s legal team to establish a prudent financing process. This process includes everything necessary for an issuer such as the County to access the debt capital markets with a very high credit rating (potentially “AAA”) in an efficient manner. This means greater amounts of capital can be raised with fewer dollars spent on making debt service payments. With lower debt service coverage requirements than stand-alone revenue bond covenants, and lower reserve requirements, utility system rates are potentially less impacted through the issuance of cost containment bonds when funding large capital projects.

PFM’s Environmental Finance Group. PFM is on the forefront of the Environmental Finance movement. Our Environmental Finance Group has extensive experience with innovative programs dedicated to creating and implementing green projects and initiatives. Green efforts can cover a wide variety of projects, ranging from energy equipment retrofits to renewable generation and system-wide upgrades for energy and water distribution and consumption management. PFM has worked with many clients on a broad range of financing opportunities including: Property Assessed Clean Energy (“PACE”), revolving loan funds, power purchase agreements, energy service company (“ESCO”) contracts, on-bill financing, taxable and tax-exempt leases, as well as municipal and green bonds. Project types include energy efficiency improvements, water efficiency installations, renewable energy infrastructure and implementation, and streetlight upgrades, to name a few. The financing vehicles include traditional bonds, assessment programs, fee securitization (or Cost Containment Bonds in Florida) and private funding. We have the knowledge and experience needed to provide our clients with advice on the creation and implementation of the best financing solutions for their specific circumstances given the available options. Green initiatives, on either public or private property, can generate benefits such as reduced utility bills, lower carbon emissions, local job creation, and increased property values.

In each case, PFM’s Financial Advisory business developed these unique financing tools to meet special client needs in a manner consistent with prudent debt management goals.

h. For the most recent fiscal year, and the most recent partial year if possible, provide financial information on the firm including, but not limited to, a balance sheet, statement of operations and statement of changes in financial position (or cash flow statement as applicable).

Please see **Exhibit B** for PFM's most recent financial statements.

i. Indicate the capability of your firm to hold harmless, indemnify and defend the County for losses, costs and expenses arising from liability claims resulting from alleged negligence of your firm, its officers, employees and subcontractors; describe liability insurance coverage carried by your firm.

The firm will hold the County harmless and indemnify and defend the County for losses, costs and expenses arising from liability claims resulting from the alleged negligence of the firm, its officers, employees and subcontractors. Please see **Exhibit C** for liability insurance.

j. Provide a statement of assurance that your firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm's operations, including those of the Securities and Exchange Commission, Municipal Securities Rulemaking Board, National Association of Securities Dealers, etc.

The firm is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations, including those of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

k. Please provide information on litigation your firm has been a party to during the past three (3) years.

The firm has not been a party to any litigation during the past three (3) years.

III. Firm Personnel

a. List personnel to be assigned to the County engagement, both primary and backup personnel. Please include resumes.

PFM's flexible project-oriented approach to staffing engagements enables us to bring the proper mix of resources and experience to a client's issue or transaction. This may mean bringing together several members of the same advisory practice or it may entail organizing a team from several different practices and offices. Our specialized project teams ensure that our clients receive complete and thorough advice directly from PFM's Financial Advisory professionals most appropriate for their particular needs. This approach fosters creativity and innovation.

We have assembled a team that will work to meet the County's unique need for: (i) multi-faceted strategic advice rendered with strict independence; (ii) extensive experience processing financings; and (iii) the most sophisticated analytical and financial modeling support. The team outlined below is familiar with the County and has demonstrated the ability to work effectively on a wide range of assignments.

James ("Jay") Glover, Managing Director in the Orlando office will serve as engagement manager. Mr. Glover has focused on Florida municipal finance for counties, cities, and school districts for the last 17 years, during which time he has completed over $15 billion in financings. As the Engagement Manager, Mr. Glover will take the lead role in coordinating the requested financial advisory services and be responsible for review of all work products completed by PFM's Financial Advisory team. Mr. Glover has extensive experience working with counties throughout Florida. As a result, he understands how to coordinate financing teams that include staff from the Board of County Commissioners and Clerk of Court & Comptroller as well as external members of the financing team (bond counsel, disclosure counsel, underwriters and rate consultants) in order to craft financing strategies to fund critical capital needs for all segments of the County.

Jeremy Niedfeldt, Director in the Orlando office will work with Mr. Glover as the Project Lead and day-to-day contact by providing primary transaction management support for the County's engagement. Mr. Niedfeldt also will coordinate the firm's efforts to provide the primary analytical and technical support as needed. Mr. Niedfeldt has been serving Florida municipal clients as part of PFM's Financial Advisory team for more than 11 years, and has managed the issuance of more than $8 billion in financings.

David Moore, Managing Director in the Orlando office and head of PFM's Financial Advisory southern cluster, will serve as the senior support. He is one of the most seasoned finance professionals in Florida providing financial advisory services to a vast array of cities, counties and school districts managing over $20 billion of debt transactions.

Tyler Calderone, Senior Analyst in the Orlando office will provide the primary analytical support for the County's engagement.

Jay Glover, Managing Director
PFM Financial Advisors LLC

Mr. Glover is a Managing Director in PFM's Orlando, Florida office. Mr. Glover has assumed an active role in providing project management services to clients throughout the Southeast. Over the last 17 years, Mr. Glover has been one of the most active financial advisors in the southeast in terms of both total par amount and number of transactions completed. He has taken an active role in working with clients on new money issuances, refundings, pooled financings, conduit borrowings, derivative products analyses, and innovative financing solutions.

The clients that Mr. Glover serves are located primarily in Florida and include counties, cities, school districts, and a variety of authorities. Mr. Glover's project finance experience includes water and sewer, economic development, transportation, sports venues, education, public power, solid waste, and special assessment programs. Local governments for which Mr. Glover currently serves as project manager are the Counties of Brevard, Volusia, Lake, Sarasota, Orange, Marion, Flagler, St. Johns, and St. Lucie; the School Districts of Volusia County, Sarasota County, Palm Beach County, and Broward County; the Cities of Marco Island, Melbourne, Titusville, Cocoa Beach, St. Petersburg, Gainesville, Boca Raton, Boynton Beach, Ormond Beach, Delray Beach, Coral Gables, and Winter Park; the First Florida Governmental Financing Commission; and the Sunshine State Governmental Financing Commission.

Mr. Glover has unmatched expertise in conducting competitive bond sales and negotiating pricings for both tax-exempt and taxable new money and refunding bond issues. Since joining PFM in 2000, Mr. Glover has served as project manager on over 400 transactions with a total par amount of over $15 billion.

Mr. Glover has worked with many issuers to help improve their bond credit ratings, including Orange County which has obtained multiple rating upgrades on its Tourist Development Tax ("TDT") Bonds and currently is one of the highest rated TDT credits nationally at AA (Fitch), AA- (S&P) and Aa3 (Moody's).

Mr. Glover received a Bachelor of Science in Business Administration from the College of Charleston and a Master of Business Administration from the University of South Carolina. Mr. Glover is a registered Municipal Advisor Representative (Series 50). He is an active sponsor and past speaker for FAC, FGFOA and FSFOA.

Jeremy Niedfeldt, Director
PFM Financial Advisors LLC

For more than 11-years Mr. Niedfeldt has advised on long term capital planning projects, comprehensive modeling for specific client engagements, and technical support on over $8 billion in debt financings. Florida clients with whom Mr. Niedfeldt has done work include counties such as Alachua, Highlands, Lake, Leon, Orange, Osceola, Walton, and Washington. He has also worked with cities such as Daytona Beach, DeBary, Green Cove Springs, Jacksonville, Leesburg, Newberry, Oldsmar, Palatka, Panama City Beach, Sebring and Tallahassee; the Town of Palm Beach; agencies and special districts such as Alachua Library, Blueprint Intergovernmental Agency, Palm Beach County Solid Waste Authority, and the South Florida Water Management District.

Prior to graduating from college, Mr. Niedfeldt served in the U.S. Army for nine years (five years active duty). As a Sergeant in the Army, Mr. Niedfeldt was a first line supervisor and radar technician. Mr. Niedfeldt graduated summa cum laude from the University of Florida with a Bachelor's degree in Finance, and later received his Master of Business Administration Degree from the University of Florida, College of Business. Mr. Niedfeldt is a registered Municipal Advisor Representative (Series 50).

David Moore, Managing Director
PFM Financial Advisors LLC

David Moore, Managing Director, works in PFM's Orlando office. Mr. Moore manages PFM's Southern region and is among the most active financial advisors in Florida, completing in excess of 250 financings totaling more than $20 billion. During his professional career, Mr. Moore has worked as an engineer, investment banker, and financial advisor, focusing on public finance for more than 25 years, and joined PFM in 1998.

Mr. Moore has led multiple clients through credit upgrades, and currently advises Broward County, Orange County and Palm Beach County, which are all rated AAA. Mr. Moore's awards include: Bond Buyer's Southeast Deal of the Year award in 2002 for the School Board of Palm Beach County's multi-series plan of finance that included almost $1 billion in financings, incorporating fixed and variable-rate obligations, and Bond Buyer's Deal of the Year for 2007 for South Florida Water Management District's first Certificate of Participation (COP) financing program for environmental restoration, which led to the District being rated AAA (implied General Obligation) and the COPs being rated AA+.

Mr. Moore holds a Master of Business Administration degree, cum laude, from the Crummer School of Business at Rollins College and a Bachelor of Science in Electrical Engineering from Auburn University. He is a registered Municipal Advisor Representative (Series 50).

Tyler Calderone, Senior Analyst
PFM Financial Advisors LLC

Tyler Calderone joined PFM in 2015 and is on staff in the Orlando office. Tyler works in the general financial advisory sector, providing technical and quantitative support for various clients. His present duties include structuring, sizing, and pricing new money and refunding municipal bond issues. He is also involved in assessing municipal issuer's outstanding debt and performing analysis of refunding opportunities. During his tenure at PFM, he has provided support on over $2 billion in financings. Mr. Calderone graduated from the University of Florida with a degree in Finance. Mr. Calderone is a registered Municipal Advisor Representative (Series 50).

b. Describe the education and experience, particularly as it relates to service in a financial advisory role for a Florida governmental unit, of each staff member to be assigned to the engagement. Indicate notable achievements such as books or articles written, memberships, and offices held in professional organizations and outstanding on-the-job accomplishments.

The education and relevant experience of each member of the assigned team is provided within the resumes on the prior pages. It is important to note that all members of the assigned team have successfully completed the Series 50 exam, which is a regulatory requirement to be able to provide all of the services outlined in the RFP.

We view ourselves as strategic partners with our clients and as such we are members of and support the various trade organizations that advocate on behalf of governmental entities both financially through sponsorships and by serving as presenters at conferences. These organizations include the Florida Association of Counties (FAC), Florida Governmental Finance Officers Association (FGFOA), Florida League of Cities and Florida School Finance Officers Association (FSFOA).

Additionally, we offer accredited client training opportunities as a value-added service at numerous times and locations throughout the year. Clients are encouraged to attend seminars that range from a half-day or full-day schedule of courses to an entire week. These training sessions provide needed CPE credits and keep clients informed of current topics and provide market updates which includes recent pricing information, interest rates trends and current yields.

c. For each proposed member of the engagement team, give an indication of the extent of his or her availability

The core team assigned to the County will be located in PFM's Orlando office, offering the County immediate access to the financial advisory team with the most diverse mix of skills in Florida. Jay Glover and the team will make themselves available on short notice. PFM's Financial Advisory team has the time availability and resources to provide prompt, sound and quality financial advisory services. We assign a large team to each client, with a main point of contact that coordinates the engagement, which increases the availability of knowledgeable people able to attend meetings called on short notice.

Because PFM interacts among its offices on a daily basis and shares experience and expertise, all members of the firm would be available to assist the County with its financing needs depending on the specialty or the expertise required.

The size of PFM's Financial Advisory Florida practice allows us to serve existing clients, but it also gives us the flexibility to take on additional work without compromising the quality of the work performed. As a result, the County can expect unparalleled service and unmatched resource availability from the professionals assigned to this account.

Our team members are fully available to provide the analysis and services to meet the County's needs.

IV. Plan of Financing

For each specified facility/program, the firm shall develop the plan of financing in consultation with the County Manager, County Officials, external auditors, consulting engineers and the County's bond counsel. The plan will give consideration to engineering and feasibility studies of proposed projects, revenue projections and the existing corporate, financial and legal structure of the County. In addressing these services, the proposal should:

a. Indicate the steps your firm would follow in developing a financial plan and the corresponding duties and responsibilities the firm would assume.

The development of the most cost-effective financing plan available — as outlined in the table below — is a key strength of PFM. Throughout the course of the financing process, PFM's Financial Advisory team will compile a set of the County's unique attributes that we believe will prove valuable in our negotiation with other market players for the best-available terms for the County.

Plan of Finance	
PFM Responsibilities	**Objective(s)**
1. Develop Financing and Debt Objectives	▪ Ensure consistency with formal written debt policies and procedures. ▪ Set parameters for measuring and making specific financing decisions. ▪ Demonstrate sophisticated financial management.
2. Prepare a Debt Profile	▪ Update comprehensive review of all outstanding indebtedness. ▪ Identify potential cost savings and other beneficial debt strategies.
3. Review Legal Structure	▪ Provide comprehensive review of bonding authority and bond covenants. ▪ Identify opportunities for financing flexibility within credit constraints.
4. Analyze Future Debt Capacity	▪ Determine ability to raise future debt capital. ▪ Identify rating concerns and/or opportunities.
5. Review Capital Budget	▪ Ensure a complete understanding of all anticipated capital needs in this changing plan. ▪ Match sources of capital funding to infrastructure needs.
6. Identify Financing Alternatives	▪ Inform issuer of pros and cons of different financing techniques. ▪ Outline potential financing strategies relevant to specific project.
7. Develop Final Financial Plan	▪ Document policies, processes, alternatives, and results. ▪ Formally recommend optimal financing plan and solution.

As the plan of finance is refined, we will begin to lead the financing team through the transaction management process, as outlined in the table below:

Transaction Management	
Action	**Objective(s)**
1. Develop and Monitor Schedule	▪ Serve as a plan for timely completion of financing.
2. Analyze Debt Structure Alternatives	▪ Design a debt structure that maximizes market interest and future financing flexibility while consistent with debt policy.
3. Review Existing Debt Structure	▪ Identify strengths/weaknesses so that future debt issues can be structured to maximize ability to finance future capital needs.
4. Recommend Negotiated or Competitive Sale	▪ Tailor debt issue to the most efficient way to market debt and maximize investor interest/minimize interest cost.
5. Assist Issuer with Selection of Working Group Members	▪ Select team that can most effectively bring the issue to market.
6. Develop Terms of Financing	▪ Ensure credit quality and present terms are attractive to investors in order to create broad-based interest in the debt. ▪ Maximize future flexibility.
7. Review Financing Documents	▪ Monitor that all contractual and business terms are reviewed from the issuer's perspective.
8. Develop Marketing Plan	▪ Coordinate institutional investor "road show" and/or enhanced bond-issue advertising. ▪ Assist issuer seeking to maximize underwriter and investor interest in securities.
9. Develop Rating Presentation	▪ Obtain highest-possible credit rating available for debt issue. ▪ Formulate and implement long-term credit rating strategy.
10. Assist with Sale of Bonds and Evaluate Transaction	▪ Assist in obtaining lowest interest rate for given market. ▪ Provide written documentation of acceptability of bond sale. ▪ Complete pricing analysis.
11. Assist with Bond Closing	▪ Assure complete compliance with all market and regulatory requirements.

The financing timetable to the right has been developed for what could be a potential refunding to take place immediately following the County's RFP process. It outlines the steps that would need to be taken by PFM's Financial Advisory team to implement the plan of finance to refund the County's currently callable Sales Tax Revenue Refunding Bonds, Series 2007. We will work with County staff to coordinate the entire process.

As we work with the County's team to develop a plan of finance and then move forward with a financing strategy, there are several key elements that should be considered. Of significant importance is the time that goes into the preparation of documents to meet the needs of both policy and credit structure. Upon completion of the documents for a public offering, the County staff and PFM's Financial Advisory team will work together to ensure the initial ratings package is complete and provides sufficient detail regarding the credit strength, project significance, and management strengths to garner the highest possible credit rating that is warranted. A similar approach exists for bank loans such as the one contemplated for the Sales Tax refunding, but the credit process is specific to each potential bank instead of an offering document that is required for a bond transaction. This credit work is typically done during the RFP process for bank loan proposals.

BAY COUNTY, FLORIDA
Sales Tax Revenue Refunding Bonds, Series 2017

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Financing Schedule

Date	Event	Responsibility
November 9	Circulate Draft Bank Loan RFP for review	FA
November 13	Comments due on Draft Bank Loan RFP	All
November 14	Circulate Bank Loan RFP	County, FA
November ?	**County Commission Meeting – Approval of Resolution**	**County, BC**
November 21	Deadline for Banks to submit Questions	FA
November 28	Bank Loan RFP Responses Due	County, FA
December 1	Review Summary and Recommendation of Bank Loan Provider	County/FA
December 4	Circulate 1st Draft of Financing Documents	BC
December 6	Submit Comments on Financing Documents	All
December 8	Circulate 2nd Draft of Financing Documents	BC
December 13	Submit Comments on Financing Documents	All
December ?	Agenda Deadline for December Meeting	All
December ?	**County Commission Meeting – Approval of Loan And Financing Documents**	**County/BC**
December 19	Pre-Closing	All
December 20	Loan Closing	All

Legend
County *Bay County, Florida*
BC Bond Counsel – *TBD*
FA Financial Advisor – *PFM Financial Advisors LLC*
BANK Bank Loan Provider – *TBD*
BKC Bank Counsel – *TBD*

b. Describe the technical and legal support services available to your firm and how they would be utilized in the formulation of the financing plan.

PFM has extensive experience working through the legal aspects of municipal finance. With the support of PFM's Internal Counsel and our internal PFM Regulatory Compliance team, PFM has a well-rounded team of legal support. PFM's technical support is unmatched in our industry. The County would have access to a long-term strategic planning tool (PFM's Whitebirch Software), in-depth credit assessments (PFM's Research Team) and project or program specific excel modeling that can be used in the development of a plan of finance. PFM also has expertise with post-issuance procedures to assist the County after the deal has closed.

c. Indicate the extent to which your firm would consider alternatives to traditional municipal bonds in developing the financing plan; describe in detail your firm's related experience, naming firm members and other personnel involved in successfully designing and implementing alternative financing for municipal clients.

We are constantly exploring financing alternatives to better meet the needs of our clients. In fact, the same team assigned to the County developed a plan of finance for Walton County that was both innovative and flexible enough to save the County millions of dollars. Additionally, we worked with Washington County to eliminate interest rate risk from the County's debt portfolio, by refunding variable rate debt with a fixed rate option in advance of the fed funds target rate increasing. Below are case studies that represent creativity used in the past to develop and execute the most effective plan of finance after the evaluation of traditional financing alternatives.

CASE STUDY: St Johns County, Florida

PFM Financial Advisory business has served as the County's financial advisor continuously since 1992. During this time we have assisted the County with financings for utility system infrastructure, acquisition of privately owned utilities, consolidation of utility systems, transportation improvements, energy efficiency retrofits, solid waste system projects, construction of a new County Administration complex, and other general capital projects. In addition, PFM's strategic consulting group has assisted the County with a non-tax revenue enhancement study, development of multi-year operating budget and capital planning models as well as analysis of a beach parking program.

The County's Utility System department undertook an aggressive initiative to analyze the financial viability of procuring multiple investor owned water and sewer systems located within the County. These systems were serving customers located within St. Johns County and according to customer feedback were performing at a substandard level. The main goal with each of these acquisitions was to raise the level of service provided, while minimizing the impact on the existing rate structure. The first targeted acquisition was the Ponte Vedra Utility System. PFM's Financial Advisory team worked with County Staff and the rate consultant to develop a pro-forma cash flow analysis of the proposed acquisition to determine whether combining it with the County's existing system or running it is a separate system would better allow the County to achieve its long term strategic goals. The analysis resulted in the County issuing $30.9 million of Ponte Vedra Utility System Revenue Bonds that were secured separately from the existing County system. This allowed the County to maintain its strong AA ratings on the existing system, which likely would have been negatively affected given the lack of historical data and operating history that was available for the Ponte Vedra System. Shortly thereafter, the County undertook the acquisition of Intercoastal Utility System through the issuance of $30.6 million of bonds that were secured on parity with the above discussed transaction. In 2016, once the two acquired systems had developed a financial track history, the County undertook the process of merging them into the County's main utility system. This was done through the issuance of Water and Sewer Revenue and Refunding Bonds, Series 2016 that possessed underlying credit ratings of AA+ from S&P and Aa2 from Moody's and resulted in over $11 million of net present value debt service savings (19.55% of the refunded bonds par amount).

Through the entire process, we worked with the County to develop a plan of finance that laid the foundation that allowed the County's long-term strategic goal of having a consolidated utility system that provided a consistently high quality service to all customers, while maintaining a strong financial profile.

CASE STUDY: Washington County, Florida (Sales Tax)

PFM's Financial Advisory team was hired by Washington County (the "County") in 2015 to develop and assist in implementing the County's strategies to meet its current and long-term operations, financial obligations, capital financing needs, and to assist staff in the issuance of debt transactions.

In July 2015, we provided the County with a refunding analysis of the 2009A Bank Loan which was issued in October 2009 to current refund the Series 2003A & 2003B Bonds. The 2009A Bank Loan was paying interest rates pegged to 1-month LIBOR. The County was looking to lock-in budget certainty going forward, and ultimately wanted to restructure the variable rate debt to fixed rate debt in order to maintain consistent debt service payments for budgeting purposes.

We provided the County with 5 different scenarios: Option 1) Keep loan in variable rate as is; Option 2) Switch to fixed rate with a 4-year term and negotiating with SunTrust; Option 3) Switch to fixed rate with a 7-year term and negotiating with SunTrust; Option 4) Switch to fixed rate with a 13-year term and negotiating with SunTrust; or Option 5) Switch to fixed rate with an RFP process.

	Variable or Fixed	Process	Bank	Term	Rate	Estimated Issuance Costs	Present Value of 1 bps	Issuance Costs in Yield	Monthly P&I
Option I	Keep Loan Agreement As-Is	N/A	SunTrust	4-year	2.00%	N/A			
Option II	Switch to Fixed Rate	Negotiated	SunTrust	4-year	2.25%	25,000	1,850	13.5	40,000
Option III	Switch to Fixed Rate	Negotiated	SunTrust	7-year	2.70%	32,500	2,750	11.8	41,500
Option IV	Switch to Fixed Rate	Negotiated	SunTrust	13-year	3.24%	40,000	3,400	11.8	42,750
Option V	Switch to Fixed Rate	RFP	Unknown	N/A	N/A	45,000	N/A	N/A	N/A

*Estimate based on current variable rate formula as of 8/6/15

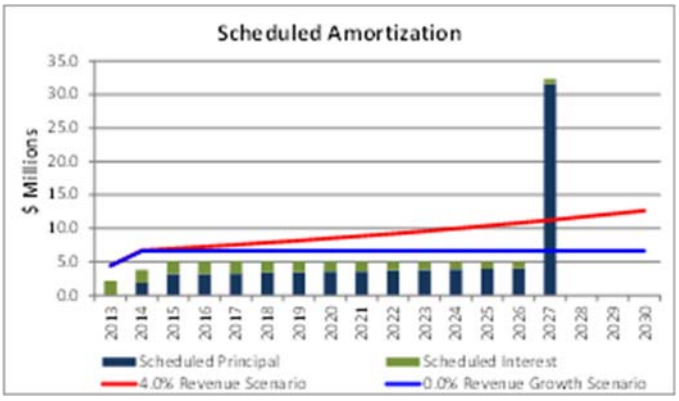
The "do nothing approach," or Option 1, would keep interest pegged to 1-month LIBOR and was an appealing option because it would require no effort and current rates were attractive. The advantage of negotiating with SunTrust to refund the 2009A Note, Options 2, 3, and 4, was that it would require minimal effort from County staff, and PFM would handle the process to provide the County with a recommendation at a lower fee. The last approach, Option 5, would require an RFP process which has many uncertainties including the offered rate, structure of the new loan, and other terms and conditions by the new bank along with higher issuance fees. The County ultimately chose Option 3 after a series of negotiations with SunTrust to convert the variable rate debt to fixed rate. This option provided the County with a low fixed interest rate with manageable and known debt service payments.

CASE STUDY: Walton County, FL – ½ Cent Sales Tax Planning and Funding Model

PFM's Financial Advisory business was hired through a competitive RFP process in April, 2012. Later that month, the voters of Walton County approved a referendum to enact a ½ Cent Charter County and Regional Transportation System Surtax with a levy starting in

January, 2013. This referendum was for a specific project, to finance the County's committed portion of road improvement projects to include the construction of necessary bridge improvements for the bridge spanning U.S. Highway 331 in Walton County, a connector and feeder road to the U.S. Highway 98 corridor.

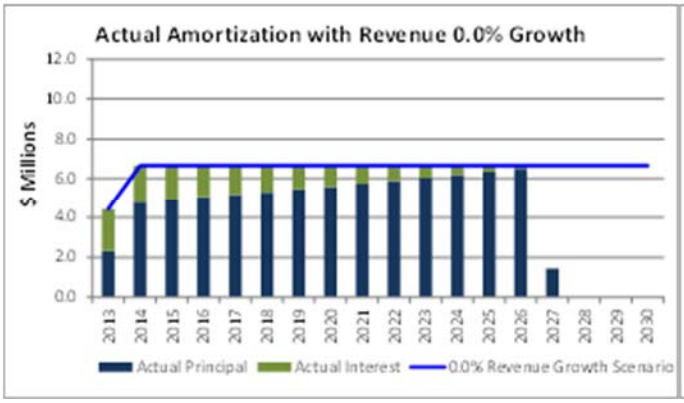
We were immediately brought-in to assess the County's funding alternatives, and to propose a plan of finance which met the County's credit structuring criteria while securing the lowest rate of borrowing. One of the key criteria was for the program to be self-supported, without any potential for a future need from the County's general fund or other operating funds/reserves. Also, prepayment flexibility of the debt is crucial to allow the County to use all available excess sales tax collections to retire debt, as this is the only lawful purpose of the sales tax and the tax sunsets when the debt is paid.

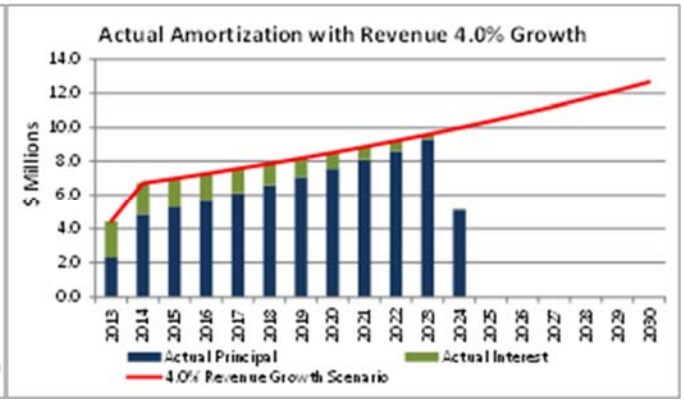


We determined that a private placement via bank loan would result in the lowest overall borrowing costs, while allowing ultimate flexibility in the prepayment terms. Through the issuance of an RFP on behalf of the County, we targeted a proposal which would provide a fixed interest rate loan(s) while permitting the County to retire debt on a flexible pre-payment schedule, paying off the higher cost debt first. This proposed structure allows for revenue collections in excess of the scheduled debt service payments to be applied towards principal prepayment.

The graph above shows the regularly scheduled principal and interest payments assuming no optional prepayment of principal, based on the winning proposal (initial interest rate of 2.57%, reduced to 2.45% over time) which had two components; (1) a level amortizing 15-year loan and a 15-year balloon payment that will be pre-paid starting in year 1 from excess revenue collections.

The graphs below depict the expected re-payment with 0.00% and 4.00% annual growth in revenues.





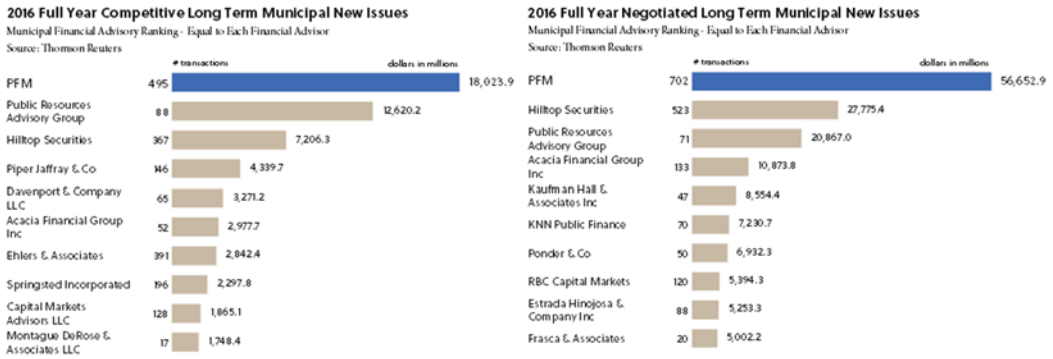
Based on the structure achieved through this complex bank financing, the County expects to pay-off the loan in full by 2027, even with 0.00% growth and no support from the general fund. In 2013 the County was able to use excess proceeds to immediately pre-pay outstanding loan principal without a premium call or a need for a long-dated escrow, which further reinforced the benefits of this structure.

d. Describe typical circumstances under which the firm would recommend competitive versus negotiated sales of debt issues. Indicate the role your firm would play as financial advisor under each method of sale. Describe in detail your firm's experience with each method of sale.

PFM's Financial Advisory business possesses extensive expertise and experience in regard to both competitive and negotiated sales. Depending on our clients' needs and situations, we have experience in playing all roles in the negotiated sale financing process. Likewise, as independent financial advisors, we place considerable emphasis on the professional and skillful conduct of competitive issues. The public-finance departments of investment banks generate the vast majority of their revenues from negotiated bond issues, and therefore have a natural bias both in attitude and experience to negotiated issues. We work on hundreds of competitive issues each year — in fact, the team prides itself on successfully bringing issuers to the competitive markets. We are proud of our role as being on the leading edge of the municipal industry in developing innovative ways to use the competitive-bid process. Our recommendation regarding the method of sale is derived after considering all the relevant factors.

If a negotiated sale is determined to be the appropriate method, we have an extensive expertise in negotiating the lowest cost possible for our clients. Assisting with bond pricing is one of the most critical roles of a financial advisor. Recognizing this significance, for decades, PFM's Financial Advisory business has led the evolution of pricing techniques, resulting in savings to our clients of tens of millions of dollars. Additionally, we have developed concepts that are now industry standards, including par calls, short calls, option analysis, minimizing discounts and premiums, designation rules, and most recently, the PFM Pricing Group.

We recognize that substantial empirical evidence supports the fact that competitive sales produce lower borrowing costs for municipal issuers. We also recognize that issuers have, at times, valid non-financial objectives to be achieved through debt issuances, and may be subject to conditions that require added flexibility not present in competitive sales. As a result, we are highly experienced in both modes. Thomson Reuters reported competitive and negotiated transactions for PFM's Financial Advisory business in 2016 as follows:



Our role in both a negotiated and competitive sale has many similarities. Our job is simply to get the best results possible — this includes structuring, marketing, and pricing of a transaction. Regardless of the choice of a negotiated or competitive sale, we run the numbers and prepare the sensitivity analyses necessary so that the County has an independent evaluation of the pricing. For a competitive sale, we work with a number of underwriters and investors to market the bonds, so that the maximum number of bids is received. On a negotiated sale, we support the marketing efforts of the senior manager, and begin to set pricing and interest-rate expectations early in the process. Our recommendation regarding the method of sale is derived after considering all the above-referenced factors. Issuer preference for focusing on local investors and minority participation also are considered. As an independent financial advisor, we have no vested interest in either method of sale, so our advice is based solely on these factors.

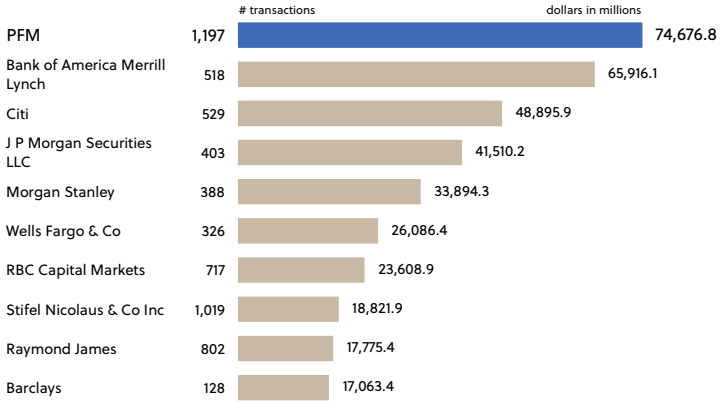
Attributes	Competitive Sale	Negotiated Sale
Issuer		
Type of Organization	Broad-based, general-purpose government	Special-purpose, independent authority
Frequency of Issuance	Regular borrower in public market	New or infrequent issuer of debt
Market Awareness	Active secondary market with wide investor base	Little or no institutional base, but growing dealer interest
Credit Quality		
Rating	"A" or better	Below single "A"
Pledged Revenues	General obligation	Project supported revenues
Security Structure	Conventional resolution and cashflow; rate covenant and coverage	Unusual or weak covenants; subordinated debt
Trend	Stable	Improving or under stress
Market Conditions		
Interest Rates	Stable, predictable market	Volatile or declining market
Demand	Strong investor demand, good liquidity, light forward calendar	Oversold market, heavy supply
Debt Structure		
Tax Status	Tax-exempt, no concerns	Taxable
Debt Instrument	Traditional serial and term, full-coupon bonds	Aggressive use of innovative bond structuring, derivative products, swaps, or variable-rate debt instruments
Marketing		
Use of Underwriters	Broad market participation	Ability to select "best qualified" banker and direct business to local or regional firms
Investors	Process blind to ultimate investors	Sale can be managed to achieve wide distribution or targeted allotments
Pre-marketing	Limited need for pre-marketing – commodity, market pricing	Specific pre-sale activity to generate demand
Flexibility in Timing	Limited flexibility	Greatest flexibility in timing
Fine Tuning Structure	Limited options given to bidders	Unlimited ability to fine tune
Cost		
Gross Spread	Historically, spreads have been lower for competitive sales	Recent data shows negotiated deals to have equal or higher spreads than competitive sales
Interest Rate	Highest market price for commodity offered on day of sale	Best match of product with specific investor demand
Preparation		
Resolution/ Structure	Issuer determines own preference for managing	Professional banking support and more direct marketing input in balancing security for investor vs. flexibility for issuer
Disclosure	Issuer relies on own program disclosure	Underwriters' counsel assists in the preparation of official statement

e. Indicate the activities your firm would undertake in facilitating the sale and marketing of the County's debt issue. Describe in detail related experience with such activities.

When pricing bonds, we offer the County a unique blend of Wall Street knowledge, technical resources, and an independent, local fiduciary perspective. As indicated in the chart to the right, we are the most active financial advisor in the country, and a more frequent market participant than even the largest investment banking firms.

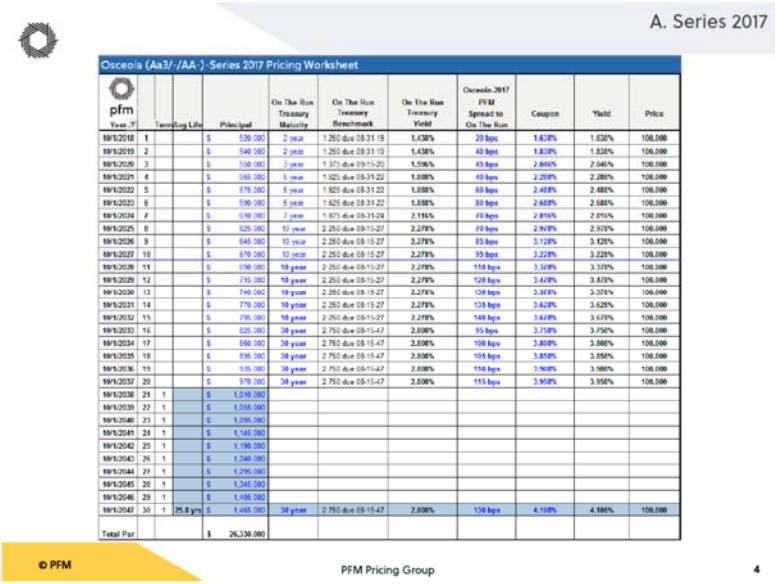
2016 Full Year Overall Long Term Municipal New Issues
PFM vs Underwriters

Municipal Financial Advisory vs Underwriter Ranking
Full to Each, Equal if Joint Financial Advisor; True Economics to Each Bookrunner
Source: Thomson Reuters



One of PFM's greatest strengths is our in-house Pricing Group: a dedicated group of advisory professionals whose job is to follow primary and secondary municipal market activity and to interact with the underwriters' desks on behalf of our issuing clients.

We are in the market on behalf of our clients an average of three times a day, and this constant presence gives us significant advantage over other firms when it comes to bond pricing. Our size and market presence give PFM's Financial Advisory business the knowledge of a major investment bank with the independence of a financial advisor. The sole responsibility of our Pricing Group is to provide our clients with the analytics, market knowledge, and insight to obtain the best available interest cost for their transactions. One example of the work we do is shown here, this is our Target Scale for the Osceola County deal that priced on September 26, 2017. This pricing worksheet is a scale developed independently from the Underwriting team, and is prepared by our independent observations of secondary trades and comparable primary issuance.



PFM's dedicated team of pricing professionals provides clients throughout the country with centralized access to market information and trends, including coupon structures, call option valuation, and spread relationships — this helps ensure that our clients receive the best possible pricing for their bonds given current market conditions. Furthermore, the Pricing Group's constant presence in the municipal bond

pricing process helps foster professional peer-to-peer relationships with underwriting desks, as well as a better understanding of the internal workings of the underwriting process at the underwriters.

We couple this market knowledge with our own proprietary analytical pricing tools to develop our own pricing targets, independent of and before the presentation of the underwriting team's consensus scale. Whether a negotiated or competitive sale, our role simply is to seek the best results available. This includes structuring, marketing, and pricing a transaction. Regardless of the choice of a negotiated or competitive sale, we will run the numbers and prepare the sensitivity analyses necessary so that the County has an independent evaluation of the pricing.

f. Describe the duties and responsibilities the firm would perform and assume in a refunding operation for purposes of refinancing the County's existing debt. Indicate your firm's experience in this area.

PFM's Financial Advisory business has also developed a systematic approach to tracking our clients' debt portfolios and identifying and evaluating various refunding opportunities. In an effort to present a comprehensive, yet simple to understand, analysis of all historical and current debt, we have refined a process which has become known as "debt profiling". Our debt profiles are easy to use and custom built for each client. Each series report shows the important structural features of the County's outstanding debt including the maturity date, coupon, yield, call date and price, and eligibility for advance, current or forward refunding under the tax code. As the County incurs additional debt and restructures/refinances existing debt, we will update the debt profile to reflect those changes.

We have uploaded some of the County's Sales Tax Revenue Bond information into a Bay County specific debt profile. The outputs from this debt profile summarize the specific transactions, including all known and relevant structural features. We will do a comprehensive review of the private placements and other bond documents if hired as the County's financial advisor, and continuously update the County's debt profile and use it as the framework for analyzing financing alternatives and identifying potential opportunities to refund debt for interest cost savings. Our active approach helps reduce the likelihood that our clients miss market opportunities, and consistently helps to produce significant reductions in interest expense. Currently, we are monitoring the Sales Tax Revenue Refunding Bonds, Series 2007 closely as we believe the County has an opportunity to currently refund all of the outstanding maturities for debt service savings. The below screenshot shows summary information related to the County's Sales Tax Lien.

Series Name	Tax Status	Status	Issue Size	Delivery Date	Final Maturity	Outstanding Par	Next Call Date
Series 2007	Tax-Exempt	Refunding	15,420,000	4/10/2007	9/1/2032	12,380,000	9/1/2017
Series 2015	Tax-Exempt	Refunding	40,333,000	4/15/2015	9/1/2032	39,805,000*	Unknown

*As of 9/30/2016

Based on current market rates (as of September 29th, 2017) we believe that the County has an opportunity to currently refund the outstanding Sales Tax Revenue Refunding Bonds, Series 2007 and achieve approximately $1.2 million in net present value debt service savings (10.4% of refunded par). It also appears as though the Series 2007 Reserve may be able to be released as part of the refunding transaction to further increase debt service savings. As shown in the table below this equates to approximately $225,000 in annual cash flow savings.

Date	Prior Debt Service	Refunding Debt Service (Estimated)	Savings (Estimated)	Present Value to 12/20/2017 @ 2.7503137%
9/1/2018	982,053	824,655	157,398	154,162
9/1/2019	1,136,850	911,173	225,678	216,856
9/1/2020	1,136,450	911,040	225,410	210,712
9/1/2021	1,135,050	909,440	225,610	205,160
9/1/2022	1,136,965	911,400	225,565	199,531
9/1/2023	1,137,471	911,810	225,661	194,173
9/1/2024	1,136,181	910,698	225,484	188,723
9/1/2025	1,138,244	913,090	225,154	183,296
9/1/2026	1,138,819	912,878	225,941	178,901
9/1/2027	1,137,906	912,115	225,791	173,885
9/1/2028	1,139,406	913,803	225,604	168,972
9/1/2029	1,139,156	913,858	225,299	164,105
9/1/2030	1,137,156	911,308	225,849	159,978
9/1/2031	1,138,406	913,208	225,199	155,122
9/1/2032	1,137,688	912,420	225,268	150,887

When analyzing the refunding on a maturity by maturity basis we'd like to note that the 9/1/2018 maturity produces slight negative savings. However, we would recommend that the County includes the 9/1/2018 maturity in the refunding in order to fully defease the Series 2007 Bonds and allow for a release of the full balance of the debt service reserve fund ($1,414,450 initial deposit plus any accrued interest not previously released into the debt service fund).

Maturity Date	Interest Rate	Par Amount	Nominal Savings	Nominal Savings Percentage
9/1/2018	4.00%	615,000	(970)	-0.158%
9/1/2019	4.00%	635,000	6,628	1.044%
9/1/2020	4.00%	660,000	14,606	2.213%
9/1/2021	4.10%	685,000	25,344	3.700%
9/1/2022	4.13%	715,000	35,785	5.005%
9/1/2023	4.20%	745,000	49,041	6.583%
9/1/2024	4.25%	775,000	62,794	8.102%
9/1/2025	4.25%	810,000	75,544	9.326%
9/1/2026	4.25%	845,000	88,871	10.517%
9/1/2027	4.38%	880,000	112,056	12.734%
9/1/2028	4.38%	920,000	128,388	13.955%
9/1/2029	4.38%	960,000	145,381	15.144%
9/1/2030	4.38%	1,000,000	163,005	16.300%
9/1/2031	4.38%	1,045,000	182,101	17.426%
9/1/2032	4.38%	1,090,000	201,880	18.521%

*Assumes Market Conditions as of 9/28/2017

If selected to serve as Financial Advisor to the County we would recommend a "Kick-off" call to discuss the plan of finance and review a draft Bank Loan RFP. A sample timetable for the deal can be found on page 34 of the proposal which outlines an accelerated financing schedule. Due to the term (15 years), size (under $12 million), and timing considerations, we believe a competitive bank loan process would produce the best outcome for the County. The table below outlines the pros and cons between Publicly Offered Bonds and Privately Place Bank Loans.

Type of Financing	Pros	Cons
Publicly Offered Bond	• Able to reach a broad market of investors • Can issue bonds out to 30-years • Risk of future changes in tax laws passed on to investors (i.e., no "gross up" language) • Flexible call features (10-year par call is standard) • Flexible schedule	• Need ratings or credit enhancement • Higher Costs of Issuance • Greater administrative requirement • Continuing disclosure required after bonds are sold
Privately Place Bank Loan	• Does not require ratings or credit enhancement • No offering documents required • Fewer administrative requirements (Continuing Disclosure) • Minimal Cost of Issuance	• Typically longest allowable term is 20 years and some banks will not provide a fixed rate for the entire term • Interest rate subject to increase if tax laws change or loan is deemed taxable in the future

Our final recommended approach will be based on what we determine to be the best fit for the County while achieving the most favorable financing conditions at the lowest interest rate. Recent examples that show PFM's Financial Advisory team's ability to quickly develop a plan of finance and begin implementation alongside our client is shown in the case studies below:

CASE STUDY: Lake County, Florida (Sales Tax)

PFM's Financial Advisory business was hired in March of 2015, after responding to an RFP and being selected following an interview process. Immediately upon being awarded the contract, we began preparing a plan of finance to undertake a refunding of outstanding debt for debt service savings. The goal was to move as quickly as possible to take advantage of favorable market conditions. Based on the recommendation of PFM's Financial Advisors, the County elected to move forward with a bifurcated approach to capture savings on the early maturities of the refunded bonds through obtaining a direct placement bank loan. The County received 5 bank loan proposals with

Regions Bank providing the winning bid of 2.27%. Within 2 months of being hired the County had locked in $2.2 MM of debt service savings on the initial component of the transaction. Simultaneously, we worked with County staff to issue an Underwriter RFP and begin the ratings process for the longer maturities to be refunded through a publically offered bond deal. After the County selected its underwriting team and credit ratings were procured, the public bonds were priced and resulted in additional savings of $2.3 MM. In summary, within 4 months of being hired, we worked with County staff to implement a multi-series refunding that generated $4.5 MM of debt service savings. As part of this process, the County's negative credit outlook was revised to stable by Fitch Ratings.

CASE STUDY: City of DeBary, Florida (Stormwater)

Since 2015, PFM's Financial Advisory business has served as the Financial Advisor to the City of DeBary. By Charter, the City cannot issue debt with a final principal payment beyond 7 years without referendum approval. Therefore, long-term debt is structured with a balloon principal payment in the final maturity that must be rolled-out upon the due date. On December 1, 2016, the City currently refunded the 12/1/2016 principal payment and accrued interest of the Stormwater Utility Assessment Revenue Note, Series 2009. The refunding was structured to maintain approximately $345K of annual debt service from 2017-2023, with a balloon principal payment in 2023. Given the length (less than 7 years) and amount ($4 million), it was recommended that the City refund the 2009 Notes with a competitive bank loan process. On behalf of the City, we distributed an RFP to qualified banks and received conforming proposals from 8 banks that met the City's criteria. Hancock Bank was selected as the lender, as they offered a Fixed Rate of 1.65% and the ability to refund in whole on any date with 10 days written notice. In addition to an attractive interest rate and ultimate call flexibility, the City also received favorable financing conditions with no exposure to changes in corporate tax rate or other action that is outside direct control by the City Council.

Bond Finance Record

Provided below is a sample listing of over 40 county transactions that PFM's Financial Advisor business has served as financial advisor on in the State of Florida since the middle of 2016. As you can see, we have significant experience working with counties of all sizes and implementing financings with a variety of security structures for both new money and refunding needs via publically offered bonds and direct placement loans.

Client Name	Series Name	Series Par Amount	Series Dated Date
Osceola County, Florida	Public Improvement Revenue Bonds, Series 2017	26,315,000.00	10/04/2017
City of Jacksonville (Duval County)	Special Revenue & Refunding Bonds, Series 2017A (CIP)	112,865,000.00	09/20/2017
City of Jacksonville (Duval County)	Special Revenue Bonds, Series 2017B (BJP)	31,455,000.00	09/20/2017
Flagler County, Florida	Tourist Development Tax Revenue Bond, Series 2017	6,536,000.00	08/30/2017
Orange County, Florida	Tourist Development Tax Refunding Revenue Bonds, Series 2017	194,740,000.00	07/06/2017
Leon County	Capital Improvement Refunding Revenue Bond, Series 2017	15,991,000.00	06/22/2017
Miami-Dade County	Public Facilities Revenue Refunding Bonds (Jackson Health System), Series 2017	81,215,000.00	06/01/2017
Miami-Dade County	Series 2017 Equipment Lease (Multi Department)	22,374,822.18	05/31/2017
St. Lucie County, Florida	Special Assessment Revenue Bond, Series 2017	242,000.00	05/24/2017
Miami-Dade County	Refunding Revenue Bonds, Series 2017	178,280,000.00	03/15/2017
Collier County	CRA Taxable Note (TD Bank, N.A.), Series 2017	5,293,293.00	03/02/2017
Flagler County, Florida	Master Equipment/Lease Purchase Agreement -- 2017	1,021,000.00	02/23/2017
St. Lucie County, Florida	Capital Improvement Revenue Bond, Series 2017	8,700,000.00	02/03/2017
Alachua County, Florida	Public Improvement Revenue Note, Series 2017 (Fire Station)	2,120,000.00	01/12/2017
St. Lucie County, Florida	Taxable Capital Improvement Revenue Refunding Note, Series 2016B	4,832,000.00	12/22/2016
Orange County, Florida	TDT Refunding Revenue Bonds, Series 2016B	202,745,000.00	12/21/2016
Orange County, Florida	TDT Revenue Bonds, Series 2016A	88,940,000.00	12/21/2016
Brevard County, Florida	Local Option Fuel Tax Refunding Revenue Bonds, Series 2016	49,375,000.00	12/20/2016
Marion County	Special Assessment Bond, Series 2016	1,132,670.87	11/22/2016
St. Lucie County, Florida	Capital Improvement Revenue Bond, Series 2016A	3,000,000.00	11/22/2016
Collier County	Water and Sewer Refunding Revenue Note (Subordinate), Series 2016	89,982,000.00	11/17/2016
Flagler County, Florida	Tax Anticipation Note, Series 2016	10,000,000.00	10/11/2016
Miami-Dade County	General Obligation Bonds (Public Health Trust Program), Series 2016A	200,000,000.00	09/28/2016
Volusia County	Capital Improvement Revenue Note, Series 2016	15,000,000.00	09/28/2016
Osceola County, Florida	Public Improvement Revenue Bonds, Series 2016A	21,500,000.00	09/22/2016
City of Jacksonville (Duval County)	Special Revenue Refunding Bonds, Series 2016A (CIP)	92,215,000.00	09/15/2016
City of Jacksonville (Duval County)	Special Revenue Refunding Bonds, Series 2016B (BJP)	58,645,000.00	09/15/2016
City of Jacksonville (Duval County)	Commercial Paper Letter of Credit	75,000,000.00	09/08/2016
City of Jacksonville (Duval County)	Revolving Line of Credit (PNC)	75,000,000.00	09/08/2016
Marion County	Utilities System Revenue Refunding Bond, Series 2016	22,325,000.00	08/25/2016
Miami-Dade County	Capital Asset Acquisition Special Obligation Bonds, Series 2016A	29,720,000.00	08/24/2016
Miami-Dade County	Capital Asset Acquisition Special Obligation Refunding Bonds, Series 2016B	193,400,000.00	08/24/2016
Brevard County, Florida	Merritt Island Recr. Municipal Service Taxing Unit -- Limited Ad Valorem Refunding Bond, Series 2016	5,645,000.00	08/04/2016
Brevard County, Florida	North Brevard Recreation Special District -- Limited Ad Valorem Refunding Bond, Series 2016	7,160,000.00	08/04/2016
Brevard County, Florida	South Brevard Recreation Special District -- Limited Ad Valorem Refunding Bond, Series 2016	26,060,000.00	08/04/2016
Miami-Dade County	Subordinate Special Obligation Refunding Bonds, Series 2016	309,834,013.30	07/27/2016
Palm Beach County	Airport System Revenue Refunding Bonds, Series 2016 (AMT)	57,070,000.00	07/26/2016
Orange County, Florida	Tourist Development Tax Refunding Revenue Bonds, Series 2016	63,025,000.00	07/14/2016
Miami-Dade County	Miami-Dade County, Florida, General Obligation Bonds (Building Better Communities Program), Series 2016A-1 (RBC	200,000,000.00	06/08/2016
Osceola County, Florida	Taxable Tourist Development Tax (5th Cent) Revenue Bonds, Series 2016	23,325,000.00	06/08/2016
Miami-Dade County	General Obligation Bonds (BBC Program), Series 2014-A & 2015-D	340,140,000.00	06/02/2016
Collier County	Water and Sewer Refunding Revenue Bonds, Series 2016	48,105,000.00	05/26/2016
Orange County, Florida	Water and Wastewater Utility Revenue Bonds, Series 2016	89,035,000.00	05/26/2016

Disclaimer: Deal list is for informational purposes only and does not represent an endorsement or testimonial by clients of PFM's services.

V. Compensation and Fees

a. Please furnish a proposed fixed retainer fee for financial advisor services.

PFM has proposed a fee structure below that we believe is very favorable to the County. In addition, **PFM will provide a 50% discount to our fees for the initial transaction completed.** Despite the aggressive nature of this fee proposal, the County can rest assured that it will receive the highest level of service possible from the team assigned to this engagement. We are prepared to negotiate the final details of the fee structure in a manner that is mutually agreeable if we are selected.

Fixed Retainer:

If selected to serve as the County's financial advisor, PFM's Financial Advisory team would offer a retainer meant to fully support the County on non-transaction financial advisory services instead of charging hourly fees. We would propose a $16,000 annual retainer (quarterly payments of $4,000). Please note this is not a required part of our fee schedule but something the County might consider in lieu of ongoing hourly billing for non-transactional services.

Transactional Fees:

Fees to provide financial advisory services as contemplated in the Scope of Services for the issuance of bonds will be charged on a per bond basis as outlined below.

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING			
Par Value Range of Bonds Issued			Fee per $1,000
$0	$20,000,000		$0.95
$20,000,001	$50,000,000		$0.85
Over $50,000,000			$0.45

Minimum fee for a successful closing of bonded debt: $20,000 – ($15,000 if County elects to utilize the annual fixed retainer)

Maximum fee for a successful closing of bonded debt: $70,000 – ($60,000 if County elects to utilize the annual fixed retainer)

b. Describe the firm's proposed services for the fixed retainer fee and for various alternative financing methods. Indicate (if any) the impact on the fee structure of a competitive sale versus a negotiated sale.

The proposed fees above would cover all financial advisory services (transaction and non-transactional) as contemplated in the scope of services outlined in the RFP. The compensation schedule is the same for taxable and tax-exempt financings, regardless of issuance sale type of competitive or negotiated. Multiple series of bonds along with new money and refunding bonds completed at the same time will be treated as separate transactions.

c. Consulting services may be requested in situations that do not involve a debt issue. If you intend to bill for such services, please provide a proposed billing procedure (such as hourly billing rates).

In lieu of hourly rates, PFM's Financial Advisory business proposes the annual fixed retainer of $16,000 as outlined on the prior page. The retainer is intended to cover non-transactional work as needed or requested including: (i) meetings with staff and Board of County Commissioners, (ii) development and periodic update of a debt profile/refunding screen model, (iii) development and periodic update of debt management policies, and (iv) development of project specific financial plans, among other non-transactional services as requested by the County.

In order to provide the County flexibility, we also will undertake these types of tasks on an hourly basis at rates shown below. Hourly rates for strategic consulting engagements that require industry specialists will be negotiated at the time of such engagement.

Title	Hourly Rate
Managing Director/Director	$195
Senior Managing Consultant	$185
Senior Analyst/Analyst	$175
Associate/Administrative	$0
Or Blended Rate	$185

In addition to advising on debt transactions, PFM is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. If needed or required under this proposal, these services are subject to a separate agreement and fee to be negotiated in advance at the time of the service with the appropriate PFM affiliate. PFM fully discloses all fees related to any transaction.

d. Indicate your firm's policy regarding out-of-pocket and or indirect cost expenses; if your firm proposes reimbursement from the County, please itemize the types of expenses and basis of billing for each.

The lesser amount of not to exceed $2,000 per issue, or actual costs (travel, lodging, meals, postage, telephone, copies, printing, all other miscellaneous expenses) excluding New York travel which is billed at cost.

Type of Expense	Rate
Photocopies	$0.10 per page for Black and White $1.00 per page for Color Printer
Facsimile	$1.00 per page
Long Distance Telephone	At Cost
Conference Calls	At Cost
Travel	In accordance with F.S.112.061
Mileage	In accordance with F.S.112.061
Postage	At Cost
Courier, Overnight Delivery	At Cost

VI. Local Preference

a. Completed Local Business Certification

Not applicable.

LOCAL BUSINESS CERTIFICATION

The undersigned, as a duly authorized representative of the firm listed herein, certifies to the best of his/her knowledge, that the firm meets the definition of a "Local Business". "Local Business" is defined as a business which:

1. Has had a fixed office located in and having a street address within Bay County for at least twelve (12) months immediately prior to the issuance of the request for competitive bids or request for proposals by the county, which office shall operate and perform business on a daily basis; and
2. Is the principal offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses; and
3. If applicable, holds any business license required by Bay County and/or municipality within Bay County.

Business Name: PFM Financial Advisors LLC
Current Local Address: N/A Is this a branch, satellite or regional office? ___YES ____NO Length of time at this address: If the above address has been for less than 12 months, please provide prior address: Describe the primary business functions occurring at this location on a daily basis: List the names of the employees at this location and list the hours worked per week by each at this location:

Principal Office Address:

Length of time at this address:

If the above address has been for less than 12 months, please provide prior address:

Describe the primary business functions occurring at this location on a daily basis:

List the names of the employees at this location and list the hours worked per week by each at this location:

Authorized Signature: _____

Printed Name: James Glover

Title: Managing Director

Date: 10-3-17

VII. Required Additional Forms

a. ✓**Submittal Form**

b. ✓**Addendum Acknowledgement**

c. ✓**Anti-Collusion Clause**

d. ✓**Conflict of Interest**

e. ✓**Drug Free Workplace**

f. ✓**Waiver of Exemption of Meetings/Presentations**

Contract Terms:

If PFM is awarded the engagement, we respectfully request the inclusion of certain provisions in the resulting contract that are regulatory requirements driven by our status as a municipal advisor registered with the Securities and Exchange Commission ("SEC") and with the Municipal Securities Rulemaking Board ("MSRB") (e.g., municipal advisor description; the scope of services, form and basis of compensation, termination or withdrawal of the client relationship, conflicts of interest disclosure, and our disclosure of any legal and disciplinary events).

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401

REQUEST FOR PROPOSALS (RFP)

FINANCIAL ADVISOR SERVICES

SUBMITTED BY:

PFM Financial Advisors LLC

300 South Orange Avenue, Ste. 1170

Orlando, FL 32801

RFP No. 17-52

PROPOSAL FORM
RFP 17-52

This proposal of PFM Financial Advisors LLC, ("Firm") organized and existing under the laws of the State of Florida doing business as Limited Liability Company (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, ("County").

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: PFM Financial Advisors LLC
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: James Glover
Name of Individual Who Prepared This Bid

Contact Email: gloverj@pfm.com

Address: 300 South Orange Avenue, Suite 1170, Orlando FL 32801

Phone: 407-406-5760

Contractor's License No. N/A

Signature of Authorized Representative of Firm/Contractor — Date: 10-3-17

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

Name of Firm: PFM Financial Advisors LLC

Authorized Signature: 

Printed Name: James Glover

Title: Managing Director

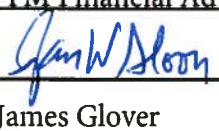
Date: 10-3-17

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email purchasing@baycountyfl.gov prior to submitting your Proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: PFM Financial Advisors LLC

Authorized Signature: 

Printed Name: James Glover

Title: Managing Director

Date: 10-3-17

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO__X_____

NAME(S)	POSITION(S)

Name of Firm: PFM Financial Advisors LLC

Authorized Signature: [signature]

Printed Name: James Glover

Title: Managing Director

Date: 10-3-17

DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

X This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: PFM Financial Advisors LLC

Authorized Signature: [signature]

Printed Name: James Glover

Title: Managing Director

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

__X_____ ***Waive*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ ***Maintain*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

VIII. Appendices

A. Case Studies

CASE STUDY: Orange County, Florida



Various community groups in central Florida began developing strategies to build state of the art "Community Venues" including a $380 million performing arts center, a $480 million arena for the Orlando Magic and a comprehensive renovation of the Citrus Bowl. The facilities were expected to cost approximately $1.1 billion; far more than the County and/or the City of Orlando could finance. Early in the negotiations the County developed a number of strategic objectives. First, given the dominant role of tourism in central Florida, support for the Community Venues could not impair the ability of the County to continue to support the Convention Center and other tourism related obligations. Second, any TDT revenues used for the project could not be "pledged" (senior or subordinate) and must be made out of excess collections. Finally, the County wanted the City to own and manage the facilities so that there would not be any contingent liability in the event the facilities do not operate profitably.

We refined the TDT model to aid the County in negotiating details of the constantly evolving plan. After months of negotiations, we helped the County develop a consensus plan of finance incorporating TDT revenues, CRA revenues, City parking revenues, State of Florida Sales Tax revenue, PECO funding and over $250 million in private payments and donations. The plan is one of the most innovative structures developed to date in the nation. The TDT component funds over $500 million of the projects, but all TDT payments are structured out of new TDT revenues or growth from existing TDT revenues beyond 2% ensuring sufficient funds for ongoing tourism related activities well into the future. Our knowledge of legal TDT usage and ability to model these structures enabled the community to fund $1.1 billion in Community Venues without impairing its ability to support the critical tourism industry.

Subsequently, the County began negotiating with the City of Orlando and Orlando City Soccer regarding the prospects for funding a professional soccer stadium for the team once they obtain an MLS franchise. Our updated the financing model to reflect current revenue trends and a wide variety of structuring options. In addition, the City and the County both desired to update the original agreement to reflect current phasing plans. The result was a comprehensive rewrite of the agreements. PFM's Financial Advisory business serves as financial advisor to both the City and the County and was able to facilitate the discussions as a third party. The City and County both approved the revised agreement that includes funding for an $80 million soccer stadium, $18 million in additional funding for the Citrus Bowl, $5 million in new advertising dollars and a $25 million contribution to the Performing Arts Center construction. The agreement was structured in a manner that allows the City to obtain cost effective financing even though the debt structure is highly leveraged.

CASE STUDY: City of Jacksonville, Florida – Better Jacksonville Plan of Finance (Sales Tax)

PFM's Financial Advisory business has served the City of Jacksonville, FL (the "City") as Financial Advisor for over 17 years, and assisted in the development of the City's debt management policy along with advising on the issuance of the City's several types of debt. The combination of traditional fixed rate obligations, commercial paper, floating rate notes, bank loans, letter of credit backed variable rate obligations, line of credit, swap management strategies, use of designated maturity bonds and other asset liability management have saved the City tens of millions of dollars in debt service that was made available to fund projects.

Overview of the Better Jacksonville Plan ("BJP") of Finance

The BJP is a comprehensive undertaking by the City to provide road, transportation and infrastructure improvements, park and environmental improvements, economic development and public facilities.

Beginning more than a year before the first issuance of any BJP bonds, we began work with City staff to design an optimal financing structure for funding $2.25 billion of capital projects within the City over ten years. In fact the two pieces of BJP ($1.5 billion from Infrastructure Sales Tax and $750 million from Transportation Sales Tax) were structured in part based upon long term financial planning models developed by PFM which determined the financing and project capacity of each revenue source. The financial model was in turn driven in part by our knowledge of likely credit ratings, insurance costs and features, and market acceptance of the BJP bonds. The City, and JTA, as applicable, adopted two Bond Ordinances authorizing the BJP bond financing program in its entirety. With PFM's assistance, the entire BJP and associated bond program were reviewed with all three major rating agencies and all four major bond insurers to ensure the program's design would meet the highest standards to the financial community.

The long term financial plan is based on both bond financing and cash funded projects within BJP. It fully incorporated coverage requirements, reserve funds, and liquidity needs. For the Transportation Sales Tax component, the financial model included long-term funding of JTA's transit system operations after payment of debt service and capital needs. For the Infrastructure Sales Tax component, the financial model included long-term defeasance or retirement of the bonds from excess revenues after completion of the $1.5 billion in projects. The early BJP bonds prepayment is a requirement of the referendum. The requirements to develop and implement such a financial plan include not only debt management but also a full understanding of investment strategies and asset-liability management. With PFM's assistance, the City's BJP Financial Advisory Committee approved an asset-liability management plan that incorporates variable rate debt and structured investment products such as swaps into the comprehensive financial plan, when appropriate.

The financial plan created by PFM's Financial Advisory team was an integral "piece of the puzzle" that made the BJP bonds among fewer than twenty (according to Moody's at that time) "AA" category sales tax bond issues in the nation and reflect, in part, the careful financial planning of the City. The model is routinely updated based on current market conditions and has helped the City retain strong credit ratings throughout the recent economic crisis when revenues declined significantly. Only recently have ratings

been lowered on the BJP Sales Tax Revenue Bonds, which had no impact on the City's cost of borrowing since all deals were originally sold as fixed rate debt. Even with lower ratings and wider credit spreads, in March, 2016 the City closed on over $67 million of Sales Tax Refunding Bonds which generates over 10.77% savings on a present value basis. On the following page is a listing of transactions completed within the program (only BJP bonds listed here), all of which PFM's Financial Advisory business has served as financial advisor.

Name		Par Amount
Special Revenue Refunding Bonds, Series 2017B	$	31,455,000
Special Revenue Refunding Bonds, Series 2016B	$	58,645,000
Better Jacksonville Sales Tax Refunding Revenue Bonds, Series 2016	$	67,070,000
Transportation Refunding Revenue Bonds, Series 2015	$	197,295,000
Special Revenue Bonds, Series 2013C	$	31,565,000
Better Jacksonville Sales Tax Refunding Revenue Bonds, Series 2012A	$	114,890,000
Transportation Refunding Revenue Bonds, Series 2012A	$	151,660,000
Transportation Refunding Revenue Bonds, Series 2012B	$	57,730,000
Better Jacksonville Sales Tax Refunding Revenue Bonds, Series 2012	$	280,050,000
Better Jacksonville Sales Tax Revenue Bonds, Series 2011	$	79,220,000
Special Revenue Bonds, Series 2011B (BJP)	$	86,600,000
Special Revenue Bonds, Series 2010B (BJP)	$	100,205,000
Taxable Special Revenue Bonds, Series 2009B-1B (BABs)	$	55,925,000
Special Revenue Bonds, Series 2009B-1A	$	52,090,000
Better Jacksonville Sales Tax Revenue Bonds, Series 2008	$	105,470,000
Transportation Revenue Bonds, Series 2008B	$	121,740,000
Transportation Revenue Bonds, Series 2008A	$	154,535,000
Transportation Revenue Bonds, Series 2007	$	100,675,000
Transportation Revenue Refunding Bonds, Series 2004A (ARS)	$	80,275,000
Better Jacksonville Sales Tax Revenue Bonds, Series 2004	$	218,755,000
Transportation Revenue Bonds, Series 2003B (ARS)	$	76,800,000
Transportation Revenue Bonds, Series 2003A (ARS)	$	76,825,000
Transportation Revenue Bonds, Series 2003 (ARS)	$	47,775,000
Better Jacksonville Sales Tax Revenue Bonds, Series 2003	$	211,050,000
Better Jacksonville Sales Tax, Revenue Bonds, Series 2001	$	218,430,000
Transportation Revenue Bonds, Series 2001	$	179,280,000
	$	**2,956,010,000**

As sales tax revenues declined significantly over the past several years, debt service coverage levels on BJP Sales Tax bonds and Transportation Revenue Bonds declined to the point that ratings in the "AA" category were at risk. Therefore, after issuing debt to bring BJP Sales Tax coverage levels below 1.50x (currently below 1.30x) the City moved its authorization for remaining BJP funding to be issued as Special Revenue Bond (SRBs). The City recently completed the borrowing for BJP, with the final $300 million in projects funded with SRBs as approved by an authorizing Ordinance in 2008.

Along with the three public offerings completed in 2016 and 2017, we assisted the City with a letter of credit extension (Capital Project Revenue Bonds), a private bank placement, commercial paper letter of credit replacement and implementation of a line of credit, debt service reserve fund releases and letter of credit reduction, BJP Sales Tax refunding, and other capital planning projects. We work with City staff to structure new money financings and continues to monitor market opportunities for the refunding of outstanding debt to optimize the City's debt structure.

CASE STUDY: City of St. Augustine, Florida (Long-Term Budget Model)

PFM's Financial Advisory business is currently working with the City of St. Augustine to develop a baseline multi-year budget projection model. This customized Excel-based model projects general fund revenues and expenditures over a five-year forecast period. The model uses two to five years of prior financial data, current year estimated financial results, demographic trends and management insight to calculate growth rates. The model then applies these growth rates to the City's existing budget structure to provide baseline multi-year projections. The goal of the baseline is to show the best possible estimate of the *status quo* so that the City's leadership, stakeholders, and residents can accurately assess the size of any annual or recurring shortfalls before determining the need for and impact of a suite of corrective measures. This approach allows us to build alternate scenarios in the model under different sets of assumptions, so the City can toggle between the scenarios and see how key financial metrics change as growth and other assumptions are modified. All assumptions for revenue and expenditure forecasts are developed collaboratively with the City, and made transparent within the model so that decision-makers can quickly and easily identify revenue and cost drivers.

The model organizes and presents the City's baseline fiscal condition (i.e. assuming no changes from the *status quo*) at different levels of detail. The model is designed to generate reports or analytical output for different audiences. For example, the model can automatically calculate certain ratios or generate certain graphs for easy continued future use. As a component of this analysis, we also developed scenarios to illustrate a range of budget pressures under alternative economic conditions, such as the experience of a regional recession within the five-year forecast period. The model also contains a capital planning module, which allows the user to select multiple permutations of capital planning initiatives, and evaluate how the funding of capital projects will affect the City's fund balance and financial position. Additionally, the model includes a debt capacity module that will highlight the impact of the City's capital planning decisions on the City's ability to access the municipal debt markets, as well as a rating agency scorecard that estimates the City's bond rating in alternative scenarios.

The budget production model serves as a stand-alone forecasting tool, which contains the following functionalities:

Budget Analysis and Forecasting Capabilities: quickly analyze historical budget growth trends with dynamic user-generated assumptions;

Policy Initiative Impact Modeling: generate "what if" projections reflecting structural changes that may occur over the forecast period (e.g., issuing of long-term debt, implementation of new lines of revenue, etc.);

Scenario Comparison: create, save, and compare different combinations of policy choices, staffing levels, growth rate assumptions, etc.;

Reporting Features: dynamic dashboards and graphic interfaces to quickly distill summarize information and trends contained within the model (e.g., capital planning, debt capacity, and property tax modules, as well as rating agency scorecard)

B. PFM’s 2016-2015 Audited Financial Statement

PFM I, LLC
AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2016 and 2015

Kreischer Miller

PEOPLE | IDEAS | SOLUTIONS

PFM I, LLC AND SUBSIDIARIES
December 31, 2016 and 2015

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Audit & Accounting | Tax Strategies | Business Advisory
Technology Solutions | Human Capital Resources

Independent Auditors' Report

The Board of Directors and Members
PFM I, LLC and Subsidiaries

We have audited the accompanying consolidated financial statements of PFM I, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2016 and 2015, and the related consolidated statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of PFM I, LLC and Subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Horsham, Pennsylvania
March 30, 2017

PFM I, LLC AND SUBSIDIARIES

Consolidated Balance Sheets
December 31, 2016 and 2015

	2016	2015
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,858,066	$ 2,330,453
Investments in held-to-maturity debt securities	999,078	-
Accounts receivable, net	22,004,802	17,275,308
Work-in-process, net	10,167,544	12,324,728
Prepaid expenses and other current assets	4,758,204	7,969,178
Total current assets	41,787,694	39,899,667
Equipment and improvements, net	11,492,377	6,401,354
Intangible assets, net	3,185,106	3,455,396
Other assets	572,131	1,022,126
Deferred income taxes	6,615,000	6,044,000
Goodwill	113,231,202	113,136,048
Total assets	$ 176,883,510	$ 169,958,591
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Line of credit	$ 2,000,000	$ 5,000,000
Current portion of long-term debt, net	4,374,702	3,812,202
Current portion of capital lease obligations	415,398	-
Accounts payable	1,970,319	1,169,782
Current portion of accrued expenses	38,618,166	39,694,927
Deferred revenue	736,008	305,299
Total current liabilities	48,114,593	49,982,210
Long-term debt, net	71,149,752	75,524,454
Capital lease obligations, net of current portion	1,157,962	-
Accrued expenses, net of current portion	6,200,277	6,642,077
Deferred rent	4,571,030	904,688
Total liabilities	131,193,614	133,053,429
Members' equity:		
Members' equity	45,938,926	37,497,659
Contributions receivable	(249,030)	(592,497)
Total members' equity	45,689,896	36,905,162
Total liabilities and members' equity	$ 176,883,510	$ 169,958,591

See accompanying notes to consolidated financial statements.

PFM I, LLC AND SUBSIDIARIES

Consolidated Statements of Income
Years Ended December 31, 2016 and 2015

	2016	2015
Revenues:		
Professional fees	$ 176,256,704	$ 154,315,122
Other income	712,176	157,276
	176,968,880	154,472,398
Expenses:		
Salaries, incentive compensation, and employee benefits	112,837,105	96,422,099
General and administrative	39,972,324	36,407,744
Interest expense	4,649,958	4,711,751
Other expense	14,351	150,477
	157,473,738	137,692,071
Income before provision for income taxes	19,495,142	16,780,327
Provision for income taxes	6,683,000	15,672,399
Net income	$ 12,812,142	$ 1,107,928

See accompanying notes to consolidated financial statements.

PFM I, LLC AND SUBSIDIARIES

Consolidated Statements of Changes in Members' Equity
Years Ended December 31, 2016 and 2015

	Common Members' Equity[1]	Common Members' Equity Contributions Receivable	Total Members' Equity
Balance, December 31, 2014	$ 40,556,899	$ (1,589,411)	$ 38,967,488
Members' contributions	4,038,655	196,914	4,235,569
Equity-based compensation expense recorded in connection with note receivable (Note 8)	-	800,000	800,000
Equity-based compensation expense recorded in connection with unit grant agreements (Note 15)	71,000	-	71,000
Redemption of common members' equity	(4,789,123)	-	(4,789,123)
Members' distributions	(3,487,700)		(3,487,700)
Net income	1,107,928	-	1,107,928
Balance, December 31, 2015	37,497,659	(592,497)	36,905,162
Members' contributions	4,333,051	143,467	4,476,518
Equity-based compensation expense recorded in connection with note receivable (Note 8)	-	200,000	200,000
Equity-based compensation expense recorded in connection with unit grant agreements (Note 15)	119,144	-	119,144
Redemption of common members' equity	(4,466,370)	-	(4,466,370)
Members' distributions	(4,356,700)	-	(4,356,700)
Net income	12,812,142	-	12,812,142
Balance, December 31, 2016	$ 45,938,926	$ (249,030)	$ 45,689,896

[1]Common equity includes 39,070,416 Class C units as of December 31, 2016. As of December 31, 2015 and 2014, common equity includes 18,172,423 and 18,303,813 Class C-1 units, respectively, and 20,908,057 and 21,059,226 Class C-2 units, respectively.

See accompanying notes to consolidated financial statements.

PFM I, LLC AND SUBSIDIARIES

Consolidated Statements of Cash Flows
Years Ended December 31, 2016 and 2015

	2016	2015
Cash flows from operating activities:		
Net income	$ 12,812,142	$ 1,107,928
Adjustments to reconcile net income to net cash provided by operating activities:		
Change in fair value of contingent consideration	136,001	35,606
Change in fair value of deferred consideration	337,632	24,135
Change in fair value of interest rate swap	14,351	150,477
Accretion of discount on held-to-maturity investments	(811)	-
Depreciation and amortization	3,552,280	2,498,364
Amortization of debt issuance costs	125,298	125,299
Change in accounts receivable reserve	(31,767)	228,081
Change in work-in-process reserve	185,000	(340,112)
Deferred income taxes	(571,000)	8,862,000
Equity-based compensation expense	319,144	871,000
Payments received for tenant improvments	3,159,170	-
(Increase) decrease in:		
Accounts receivable	(4,697,727)	(803,729)
Work-in-process	1,972,184	1,350,245
Prepaid expenses and other current assets	3,210,974	(3,895,644)
Other assets	435,644	229,225
Increase (decrease) in:		
Accounts payable	800,537	(525,241)
Accrued expenses	(1,893,074)	(57,470)
Deferred revenue	430,709	-
Deferred rent	507,172	(307,603)
Net cash provided by operating activities	20,803,859	9,552,561
Cash flows from investing activities:		
Purchases of held-to-maturity-investments	(998,267)	-
Purchases of equipment and improvements	(6,124,572)	(2,336,114)
Equipment and improvements acquired under capital lease obligations	(1,698,441)	-
Acquisition of A.C. Advisory, Inc.	(150,000)	-
Acquisition of Stauder Barch & Associates, Inc.	-	(4,700,000)
Net cash used in investing activities	(8,971,280)	(7,036,114)

Continued...

PFM I, LLC AND SUBSIDIARIES

Consolidated Statements of Cash Flows, Continued
Years Ended December 31, 2016 and 2015

	2016	2015
Cash flows from financing activities:		
Net borrowings on (repayments of) line of credit	(3,000,000)	5,000,000
Repayments of long-term debt	(3,937,500)	(3,375,000)
Payment of contingent consideration	(1,200,000)	(107,952)
Advances under capital lease obligations	1,720,450	-
Payments on capital lease obligations	(147,090)	-
Members' contributions	4,476,518	4,235,569
Members' distributions	(3,750,974)	(3,087,700)
Redemption of common members' equity	(4,466,370)	(4,789,123)
Net cash used in financing activities	(10,304,966)	(2,124,206)
Net increase in cash and cash equivalents	1,527,613	392,241
Cash and cash equivalents, beginning of year	2,330,453	1,938,212
Cash and cash equivalents, end of year	$ 3,858,066	$ 2,330,453
Supplemental disclosure of cash flow information:		
Cash paid during the year for:		
Interest	$ 4,372,513	$ 4,624,587
Income taxes	$ 8,431,244	$ 7,027,785

Supplemental disclosure of noncash investing and financing activities:

As described in Note 2, the Company has accrued tax distributions of $1,005,726 and $400,000 as of December 31, 2016 and 2015, respectively.

In connection with the 2016 acquisition of A.C. Advisory, Inc. described in Note 4, PFM Financial Advisors LLC incurred contingent consideration with a fair value of $495,154.

During the year ended December 31, 2016, the Company disposed of fully depreciated equipment totaling $16,988,252.

In connection with the 2015 acquisition of Stauder Barch & Associates described in Note 4, Public Financial Management, Inc. incurred contingent consideration with a fair value of $1,888,216.

In connection with the 2015 acquisition of Whitebirch Software, Inc. described in Note 4, PFM Ventures, LLC incurred deferred consideration with a fair value of $5,587,241.

See accompanying notes to consolidated financial statements.

(1) Nature of Business

As of December 31, 2016, PFM I, LLC (PFM I) wholly owns PFM Investment, LLC (PFM Investment). PFM Investment wholly owns Public Financial Management, Inc., PFM Asset Management LLC and Subsidiaries, PFM Financial Services LLC, PFM Swap Advisors LLC, PFM Ventures, LLC and Subsidiary, PFM Financial Advisors LLC and Subsidiary, and PFM Group Consulting LLC.

PFM I will continue until the occurrence of an event of dissolution as described in its third amended and restated limited liability company operating agreement (the Operating Agreement). Events of dissolution include the written consent of holders of at least 76% of the member units, the sale or disposition of substantially all of PFM I's assets, or any event specified under law as an event causing dissolution of PFM I.

Public Financial Management, Inc. (PFM) is a professional services firm that specializes in providing financial advisory services primarily to state and local governments and nonprofit institutions throughout the United States. Financial advisory services relate principally to the structuring, pricing and rating of debt, and consulting on finance related matters.

PFM Asset Management LLC (PFMAM) is an investment advisory firm that specializes in providing money-management and investment advisory services primarily to state and local governments, nonprofit institutions and retirement plans throughout the United States.

PFM Fund Distributors, Inc. (Fund Distributors), a wholly-owned subsidiary of PFMAM, is a broker-dealer whose sole purpose is to serve as the distributor or marketing agent for local government investment pools and registered investment companies for which PFMAM serves as investment adviser and/or administrator and/or transfer agent. Shares in these local government investment pools and registered investment companies are offered and sold only to institutional investors, the majority of which are state and local governmental entities. Fund Distributors has no present plans to buy, sell, or trade securities.

BondResource Partners, LP and BondResource Partners, LLC (collectively, BondResources) are wholly-owned subsidiaries of PFMAM. BondResources is a professional services firm that specializes in providing bond management services and calculations primarily to tax-exempt entities.

PFM Financial Services LLC (FiServ) provides a national program for procurement cards, issued through an unrelated financial institution.

PFM Swap Advisors LLC (PFMSA) is a professional services firm that specializes in assisting clients with interest-rate swaps and other derivatives.

Continued...

(1) Nature of Business, Continued

PFM Ventures, LLC (PFM Ventures) is a holding company that owns PFM Solutions LLC.

PFM Solutions LLC (PFM Solutions), a subsidiary of PFM Ventures, specializes in providing customized, comprehensive strategic planning services to governmental, not-for-profit, and for-profit institutions. PFM Solutions was formed during the year ended December 31, 2015 as part of PFM Ventures' acquisition of Whitebirch Software, Inc. (Whitebirch). See Note 3 for details of the acquisition.

PFM Financial Advisors LLC (PFMFA) is a professional services firm that specializes in providing financial advisory services primarily to state and local governments and nonprofit institutions throughout the United States. Financial advisory services relate principally to the structuring, pricing and rating of debt, and consulting on finance related matters.

Western Financial Group, LLC (WFG) is a wholly-owned subsidiary of PFMFA. WFG is a professional services firm that provides financial advisory services primarily to state and local governments and nonprofit institutions principally in the Northwestern United States.

PFM Group Consulting LLC (PFMGC) is a professional services firm that specializes in providing consulting services primarily to state and local governments and nonprofit institutions throughout the United States. Consulting services are primarily analyses to assist with better governmental operating outcomes.

ICV/PFM Investor, Inc. (InvestorCo) was a wholly-owned subsidiary of PFM I until it was liquidated during 2015. InvestorCo acted as a holding company that owned class C-2 member units of PFM I. During 2015, the liquidation of InvestorCo resulted in a tax liability of $5,000,000. Additionally, the Company incurred $1,500,000 and $2,700,000 of additional income tax expense from the usage and write-off, respectively, of net operating loss carryforwards and other deferred tax assets, which is recorded in provision for income taxes in the accompanying 2015 consolidated statement of income.

(2) Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of PFM I, PFM Investment, PFM, PFMAM and Subsidiaries, FiServ, PFMSA, PFM Ventures and Subsidiary, PFMFA and Subsidiary, PFMGC, and InvestorCo (collectively, the Company). All significant intercompany accounts and transactions have been eliminated in the accompanying consolidated financial statements.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Cash Equivalents

Short-term investments and other highly liquid instruments having original maturities of three months or less are considered to be cash equivalents.

Investments

The Company determines the appropriate classification of its investments in debt securities at the time of purchase and reevaluates such determinations at each reporting date. Debt securities are classified as held to maturity when the Company has the positive intent and ability to hold the securities to maturity. Held-to-maturity securities are recorded as either short-term or long-term on the accompanying consolidated balance sheets, based on contractual maturity date and are stated at amortized cost. Marketable securities that are bought and held principally for the purpose of selling them in the near term are classified as trading securities and are reported at fair value, with unrealized gains and losses recognized in earnings. Debt securities not classified as held to maturity are classified as available for sale, and are valued at fair market value, with the unrealized gains and losses, net of tax, included in the determination of comprehensive income and reported in members' equity.

The fair value of substantially all securities is determined by quoted market prices. The estimated fair value of securities for which there are no quoted prices is based on similar types of securities that are traded in the market.

At December 31, 2016, the Company held U.S. government securities that were classified as held to maturity and carried at amortized cost. At December 31, 2016, the remaining maturities for current held-to-maturity securities were approximately two months. At December 31, 2016, the estimated fair value of each investment approximated its amortized cost and, therefore, there were no significant unrecognized holding gains or losses. There were no investments held at December 31, 2015.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Equipment and Improvements

Equipment and improvements are stated at cost. The straight-line method of depreciation is used for financial reporting purposes over estimated useful lives generally ranging from three to ten years for computer software, three to five years for equipment, and five to ten years for furniture and fixtures. Leasehold improvements are amortized on a straight-line basis over the shorter of the lease term or the estimated useful lives of the assets, which generally range from two to ten years. Maintenance and repairs are charged to expense as incurred. Betterments and renewals, which extend the useful lives or capacities of the equipment and improvements, are capitalized. Gains or losses resulting from the sale or disposal of equipment and improvements are included in the consolidated statements of income.

Assets Held under Capital Leases

Assets held under capital leases are recorded at the lower of the net present value of the minimum lease payments or the fair value of the leased asset at the inception of the lease. Amortization expense is computed using the straight-line method of the shorter of the estimated useful lives of the assets or the period of the related lease.

Intangible Assets

Intangible assets consist primarily of customer lists and non-competition agreements. The straight line method of amortization is used for financial reporting purposes over estimated useful lives ranging from three to five years.

Goodwill

In accordance with Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 350, *Intangibles – Goodwill and Other*, the Company assesses goodwill for impairment on an annual basis. No impairment of goodwill was recognized during the years ended December 31, 2016 and 2015.

Debt Issuance Costs

Debt issuance costs are amortized over the term of the related loans. Unamortized debt issuance costs are included in the accompanying consolidated balance sheets as a direct deduction of the related term debt. See Note 10.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Revenue Recognition

A majority of the Company's fees are based on either fixed price or hourly contracts, or assets under management.

The Company's financial advisory contracts are typically long-term in nature. Revenue for these fixed price and hourly contracts is recognized when realized or realizable, and earned. This occurs when an arrangement exists, services have been rendered, the fees are fixed and determinable, and collectability is reasonably assured.

Revenue for asset management is primarily calculated as a percentage of compensable assets under management. At December 31, 2016 and 2015, the Company managed compensable assets with a fair value of approximately $77 billion and $69 billion, respectively. Compensable assets are subject to market fluctuations.

The Company generally bills in arrears for services performed. Unbilled revenue is recorded in work-in-process in the accompanying consolidated balance sheets

Advertising

The Company expenses advertising costs when incurred. Total advertising expenses, recorded in general and administrative expenses in the accompanying consolidated statements of income, for the years ended December 31, 2016 and 2015 were $1,491,659 and $1,480,755, respectively.

Income Taxes

PFM I, PFM Investment, PFMAM, FiServ, PFMSA, BondResources, PFM Ventures, PFM Solutions, PFMFA, WFG, and PFMGC (collectively, the Partnerships) file combined federal and state income tax returns. The Partnerships' activities are reported under the partnership provisions of the Internal Revenue Code (IRC) and various state statutes for income tax reporting. Accordingly, the members of PFM I are individually liable for the taxes on their respective shares of the Partnerships' consolidated income or loss.

PFM and Fund Distributors are C corporations. InvestorCo was a C corporation prior to its liquidation. Income taxes are computed in accordance with FASB ASC 740, *Income Taxes*. This standard requires an asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the book and tax bases of assets and liabilities, as well as the estimated future tax consequences attributable to net operating loss and tax credit carryforwards. A valuation allowance is established if, based upon all available information, it is deemed more likely than not that a portion or all of a deferred tax asset will not be realized.

Continued...

(2) **Summary of Significant Accounting Policies, Continued**

Income Taxes, Continued

FASB ASC 740 is the authoritative pronouncement on accounting for and reporting income tax liabilities and expense. FASB ASC 740 prescribes a more-likely-than-not recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken. In addition, FASB ASC 740 provides guidance on derecognition, classification and disclosure.

The Company files income tax returns in the U.S. federal jurisdiction, and various state and local jurisdictions. The Company's tax returns are subject to examination by the relevant tax authorities until expiration of the applicable statute of limitations, which is generally three years after the filing of the tax return. It is difficult to predict the final timing and resolution of any particular uncertain tax position. Based on the Company's assessment of many factors, including past experience and complex judgments about future events, the Company does not currently anticipate significant changes in its uncertain tax positions over the next 12 months.

Under the Operating Agreement, PFM I is generally required, with certain exceptions, to make periodic distributions to the members for federal and state income taxes on pass-through income. Exceptions include restrictions in financing agreements and availability of funds. The Company has accrued tax distributions of $1,005,726 and $400,000 as of December 31, 2016 and 2015, respectively.

Adoption of Accounting Standards Updates

During 2015, the FASB issued Accounting Standards Update (ASU) 2015-03, *Interest – Imputation of Interest (Subtopic 835-30)* which requires debt issuance costs to be presented as a direct reduction from the carrying amount of the related debt liability. The debt issuance costs shall be amortized over the life of the loan as interest expense. The ASU is effective for annual reporting periods beginning after December 15, 2015, and interim periods beginning after December 15, 2016. During 2016, the Company adopted the provisions of ASU 2015-03 which were retrospectively applied. As a result, the Company reclassified debt issuance costs, which resulted in a reduction of prepaid expenses and other current assets of $125,298, other assets of $475,546, current portion of long-term debt, net of $125,298, and long-term debt, net of $475,546 in the accompanying consolidated balance sheet as of December 31, 2015.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Adoption of Accounting Standards Updates, Continued

In March 2016, the FASB issued ASU 2016-09, *Compensation – Stock Compensation (Topic 718) – Improvements to Employee Share-Based Payment Accounting*. This ASU impacts measurement, recognition and disclosure of share-based payment awards to employees. The ASU simplifies current guidance surrounding several aspects of accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, classification on the statement of cash flows, and accounting for forfeitures. Further, the ASU allows non-public entities to, under certain conditions, make an accounting policy election to apply a practical expedient to estimating the expected term for all awards with performance or service conditions. The ASU is effective for annual reporting periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018. Early application is permitted. During 2016, the Company has adopted the provisions of ASU 2016-09. As a result, the Company elected to change its accounting policy to account for forfeitures as they occur. The change was applied on a modified retrospective basis which resulted in no cumulative adjustment to retained earnings as of January 1, 2015.

Concentrations of Credit Risk

Financial instruments that potentially expose the Company to concentrations of credit risk consist principally of cash and cash equivalents, accounts receivable, and work-in-process. The Company principally utilizes national banks to maintain its operating cash accounts. At certain times, such balances may be in excess of the FDIC insurance limits. The Company's principal customers are state and local governments, nonprofit institutions and retirement plans. Services to these customers are normally provided under contractual arrangements. The Company assesses the financial strength of its customers on an ongoing basis. The Company records accounts receivable and work-in-process reserves at levels considered by management to be adequate to absorb estimates of probable future losses (uncollectable amounts) existing at the reporting date. These reserves are based on estimates, and ultimate losses may differ from those estimates.

In the normal course of its operations, the Company enters into contracts and agreements that contain indemnifications and warranties. The Company's maximum exposure under these agreements is unknown as this would involve future claims that may be made against the Company that have not yet occurred. The Company expects the risk of loss to be remote.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassification

Certain items in the accompanying 2015 consolidated financial statements have been reclassified to conform to the current year presentation.

Recent Accounting Standards

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU impacts measurement, recognition and disclosure of revenue from contracts. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. The ASU is effective for annual reporting periods beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. A nonpublic entity may elect to apply this guidance earlier, under certain conditions. The Company is currently evaluating the impact that the adoption of this ASU will have on its consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* which requires lessees to recognize the following for all leases other than short-term leases at the commencement of a lease: a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. The ASU is effective for annual reporting periods beginning after December 15, 2019, and interim periods within annual periods beginning after December 15, 2020. Early application is permitted. The Company is currently evaluating the impact that the adoption of this ASU will have on its consolidated financial statements.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Recent Accounting Standards, Continued

In January 2017, the FASB issued ASU 2017-01, *Business Combinations (Topic 805) – Clarifying the Definition of a Business*. The ASU provides a framework to assist entities in evaluating whether both an input and a substantive process are present. Although outputs are not required for a set to be a business, outputs generally are a key element of a business; therefore, the framework includes stringent criteria for sets without outputs. The ASU is effective for annual reporting periods beginning after December 15, 2018. Early application is permitted, under certain circumstances, and the ASU is applied prospectively.

(3) Acquisitions

A.C. Advisory, Inc.

In September 2016, PFMFA completed the acquisition of certain assets of A.C. Advisory, Inc. (ACA). PFMFA acquired ACA for the purposes of expanding its presence and creating more opportunities to provide financial advisory services in New York, Connecticut, and the Midwestern region of the United States.

Fair Value of Consideration Transferred:	
Cash	$ 150,000
Contingent consideration	495,154
	$ 645,154

Recognized Amounts of Identifiable Assets Acquired and Liabilities Assumed:	
Customer list	$ 550,000
Goodwill	95,154
	$ 645,154

The acquisition of ACA includes a contingent consideration arrangement that requires additional consideration to be paid by PFMFA based on the revenues attributable to ACA through December 31, 2019. Amounts are payable on a yearly basis, beginning in 2017, if each year's target revenues are met. The fair value of the contingent consideration is remeasured as of each reporting date using level 3 inputs, as described in Note 4.

The goodwill is primarily attributable to the workforce of the acquired business and additional market presence in Illinois and the surrounding states.

Continued...

(3) Acquisitions, Continued

Stauder Barch & Associates, Inc.

In July 2015, PFM completed the acquisition of certain assets of Stauder Barch & Associates, Inc. (SBA). PFM acquired SBA for the purposes of expanding its presence and creating more opportunities to provide financial advisory services to government and non-profit entities in Michigan and the surrounding states.

Fair Value of Consideration Transferred:	
Cash	$ 4,700,000
Contingent consideration	1,888,216
	$ 6,588,216

Recognized Amounts of Identifiable Assets Acquired and Liabilities Assumed:	
Customer list	$ 3,480,000
Non-competition agreement	272,890
Furniture and fixtures	162,114
Goodwill	2,673,212
	$ 6,588,216

The acquisition of SBA includes a contingent consideration arrangement that requires additional consideration to be paid by PFM based on the revenues attributable to SBA through July 31, 2017. Amounts are payable on a yearly basis, beginning in 2016, if each year's target revenues are met. The fair value of the contingent consideration is remeasured as of each reporting date using level 3 inputs, as described in Note 4.

The goodwill is primarily attributable to the workforce of the acquired business and additional market presence in Michigan and the surrounding states and is deductible for income tax purposes.

There were $107,792 in acquisition-related costs which were included in general and administrative expenses in the accompanying consolidated statement of income for the year ended December 31, 2015.

Continued...

(3) Acquisitions, Continued

Whitebirch Software, Inc.

In December 2015, PFM Ventures completed an acquisition of certain assets of Whitebirch through the creation of PFM Solutions. The acquisition was carried out for the purposes of enhancing the Company's financial and strategic modeling software and expanding the Company's client base.

Fair Value of Consideration Transferred:	
Deferred consideration	$ 5,587,241

Recognized Amounts of Identifiable Assets Acquired and Liabilities Assumed:	
Computer software	$ 200,000
Goodwill	5,692,540
Deferred revenue	(305,299)
	$ 5,587,241

The acquisition includes deferred consideration. Due to this deferred consideration, the Company has recorded a liability for the estimated fair value of the consideration to be paid. The amounts to be paid are based on the net income or loss attributable to PFM Solutions, plus interest, taxes, depreciation, and amortization, multiplied by eight, (the PFM Solutions Fair Market Value) for each of the years ended December 31, 2018 through December 31, 2023. Payments will be made each year from 2019 through 2024, or earlier under certain conditions, at the prior year's PFM Solutions Fair Market Value. The fair value of the deferred consideration is remeasured as of each reporting date using level 3 inputs, as described in Note 4.

The goodwill is primarily attributable to the Company's expectation of extending the software's market, while enhancing the Company's existing products and services and is deductible for income tax purposes when recognized upon payment of the deferred consideration.

There were $53,303 in acquisition-related costs which were included in general and administrative expenses in the accompanying consolidated statement of income for the year ended December 31, 2015.

(4) Fair Value Measurements

FASB ASC 820, *Fair Value Measurements and Disclosures*, defines fair value and establishes a framework for measuring and disclosing fair value in accordance with accounting principles generally accepted in the United States of America.

Various inputs may be used to determine the value of the Company's financial assets and liabilities. These inputs are summarized in three broad levels listed below. The input levels or methodologies used for valuing financial assets and liabilities are not necessarily an indication of the risk associated with those financial assets and liabilities.

Level 1: Quoted prices in active markets for identical financial assets and liabilities.

Level 2: Observable inputs other than level 1 quoted prices.

Level 3: Unobservable inputs.

Observable inputs are inputs that other market participants may use in pricing a financial asset or liability. These may include quoted prices for similar assets and liabilities, interest rates, prepayment speeds, credit risk, and others. The determination of what constitutes observable inputs requires judgment by management of the Company.

In situations where quoted prices or observable inputs are unavailable or deemed less relevant (for example, when there is little or no market activity for an asset or liability at the end of the period), unobservable inputs may be used. Unobservable inputs reflect the Company's own assumptions about the factors market participants would use in pricing an asset or liability, and would be based upon available information.

For the years ended December 31, 2016 and 2015, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value:

Contingent Consideration

In accordance with FASB ASC 805, *Business Combinations*, the Company remeasures the fair value of contingent consideration as of each reporting date. The fair value of contingent consideration is based on significant inputs not observable in the market which FASB ASC 820 refers to as level 3 inputs, and has been included in accrued expenses in the accompanying consolidated balance sheets.

Continued...

(4) Fair Value Measurements, Continued

Contingent Consideration, Continued

Key assumptions as of December 31, 2016 and 2015 include the following:

	2016						
	Range of Years to Earn Contingent Consideration	Range of Undiscounted Contingent Consideration (thousands)	Estimated Range of Contingent Consideration Outcomes	Cumulative Contingent Consideration Earned	Cumulative Contingent Consideration Paid	Fair Value of Outstanding Contingent Consideration	Discount Rate
ACA	2017 - 2019	$0 - $550	100%	$ -	$ -	$ 495,154	6.00%
SBA	2016 - 2017	$1,545 - $2,060	100%	$ 1,020,000	$ 1,040,000	$ 978,403	6.00%
SDM Advisors, Inc.	2014 - 2016	$0 - $430	100%	$ 401,225	$ 401,225	$ -	2.14%

	2015						
	Range of Years to Earn Contingent Consideration	Range of Undiscounted Contingent Consideration (thousands)	Estimated Range of Contingent Consideration Outcomes	Cumulative Contingent Consideration Earned	Cumulative Contingent Consideration Paid	Fair Value of Outstanding Contingent Consideration	Discount Rate
SBA	2016 - 2017	$1,545 - $2,060	100%	$ -	$ -	$ 1,909,120	6.00%
SDM Advisors, Inc.	2014 - 2016	$0 - $430	100%	$ 241,225	$ 241,225	$ 133,282	2.14%

Deferred Consideration

The fair value of the deferred consideration recognized in connection with the acquisition of Whitebirch was estimated by applying a discounted cash flow model. That measurement method is based on significant inputs not observable in the market, which FASB ASC 820 refers to as level 3 inputs. The undiscounted payment amount is based off the PFM Solutions Fair Market Value as described in Note 3. Key assumptions include an estimated base scenario of undiscounted cash flows of $9,300,000 with a 60% probability and an alternate scenario of undiscounted cash flows of $6,500,000 with a 40% probability. A discount rate of 6% was utilized for both scenarios. Deferred consideration of $5,949,008 and $5,611,376, respectively, is included in accrued expenses, net of current portion in the accompanying consolidated balance sheets at December 31, 2016 and 2015.

Interest Rate Swap Agreements

The interest rate swap agreements, as described in Note 10, are pay-fixed, receive-variable interest rate swaps based on a LIBOR swap rate with a floor of 3%. The LIBOR swap rate is observable at commonly quoted intervals for the full time of the interest rate swap which has been included in other assets in the accompanying consolidated balance sheets.

Continued...

(4) Fair Value Measurements, Continued

The tables below present the assets and (liabilities) measured at fair value on a recurring basis:

	December 31, 2016			
	Total	Level 1	Level 2	Level 3
Interest rate swap agreements	$ 2,141	$ -	$ 2,141	$ -
Contingent consideration	$ (1,473,557)	$ -	$ -	$ (1,473,557)
Deferred consideration	$ (5,949,008)	$ -	$ -	$ (5,949,008)

	December 31, 2015			
	Total	Level 1	Level 2	Level 3
Interest rate swap agreements	$ 16,492	$ -	$ 16,492	$ -
Contingent consideration	$ (2,042,402)	$ -	$ -	$ (2,042,402)
Deferred consideration	$ (5,611,376)	$ -	$ -	$ (5,611,376)

The changes in the balances of the liabilities measured at fair value based on level 3 inputs are summarized as follows:

	Contingent Consideration	Deferred Consideration
Balance at December 31, 2014	$ 226,532	$ -
Fair value recognized at acquisition date	1,888,216	5,587,241
Contingent consideration paid	(107,952)	-
Change in fair value	35,606	24,135
Balance at December 31, 2015	2,042,402	5,611,376
Fair value recognized at acquisition date	495,154	-
Contingent consideration paid	(1,200,000)	-
Change in fair value	136,001	337,632
Balance at December 31, 2016	$ 1,473,557	$ 5,949,008

(5) Accounts Receivable and Work-In-Process

The components of accounts receivable are as follows at December 31:

	2016	2015
Accounts receivable	$ 23,176,811	$ 18,415,114
Accounts receivable reserve	(1,108,039)	(1,139,806)
Accounts receivable, net	$ 22,068,772	$ 17,275,308

The components of work-in-process are as follows at December 31:

	2016	2015
Work-in-process	$ 10,640,659	$ 12,676,813
Work-in-process reserve	(537,085)	(352,085)
Work-in-process, net	$ 10,103,574	$ 12,324,728

(6) Equipment and Improvements

Equipment and improvements consist of the following at December 31:

	2016	2015
Leasehold improvements	$ 7,758,484	$ 4,005,356
Furniture and fixtures	6,894,381	8,421,218
Equipment	4,543,979	5,726,341
Computer software	5,552,960	15,762,128
	24,749,804	33,915,043
Accumulated depreciation and amortization	(13,257,427)	(27,513,689)
	$ 11,492,377	$ 6,401,354

Depreciation and amortization expense was $2,731,990 and $2,102,043 for the years ended December 31, 2016 and 2015, respectively.

(7) Intangible Assets

Intangible assets consist of the following at December 31:

	2016	2015
Customer lists	$ 4,965,740	$ 4,415,740
Non-competition agreements	296,281	296,281
	5,262,021	4,712,021
Accumulated amortization	(2,076,915)	(1,256,625)
	$ 3,185,106	$ 3,455,396

Amortization expense for the years ended December 31, 2016 and 2015 was $820,290 and $396,321, respectively. Estimated amortization expense for the years ending December 31, 2017, 2018, 2019, and 2020 is $910,590, $901,723, $841,080, and $531,713, respectively.

(8) Notes Receivable

PFM had a promissory note receivable from an employee. The note bore interest at 3.5% per year and was payable in monthly installments of $1,912. The note was repaid in full during the year ended December 31, 2016. The note was collateralized by certain property of the employee.

PFM I had a $1,000,000 receivable in connection with the issuance of certain member units. During the years ended December 31, 2016 and 2015, PFM I recognized $200,000 and $800,000, respectively, of equity based compensation expense, recorded in salaries, incentive compensation and employee benefits in the accompanying consolidated statements of income, in connection with a reduction in the receivable balance for the same amount. As of December 31, 2016, there was no remaining balance on the receivable. At December 31, 2015, the remaining balance of the receivable was $200,000 and is included in contributions receivable in the accompanying consolidated balance sheets.

(9) Lines of Credit

As of December 31, 2016, PFM Investment, PFM, PFMAM, and FiServ (collectively, the Borrowers) have available a joint line of credit that expires on June 28, 2019. The maximum available borrowings are $40,000,000, subject to certain conditions in the credit agreement. The Borrowers are jointly and severally liable to the lenders for the full payment and performance under the line of credit. The line of credit contains mandatory prepayment provisions as described in Note 10.

Continued...

(9) Lines of Credit, Continued

Unpaid cash advances bear interest at the base rate plus an applicable margin, or the LIBOR rate plus an applicable margin. The applicable margin for the base rate ranges from 0.00% to 1.00% based on the Company's consolidated senior leverage ratio. The applicable margin for the LIBOR rate ranges from 2.00% to 3.25% based on the Company's consolidated senior leverage ratio. The applicable interest rate at December 31, 2016 is 3.75%. The line of credit is collateralized by certain assets of the Borrowers and is guaranteed by PFM I, PFMSA, BondResources, and PFM Ventures. At December 31, 2016 there is $2,000,000 outstanding on the line of credit.

The Company's credit agreement also provides for up to $2,000,000 in letters of credit. The outstanding letters of credit reduce the maximum available borrowings on the line of credit. The Company has outstanding letters of credit totaling $484,890 as of December 31, 2016. See Note 14.

PFM also has available a $4,000,000 equipment finance lease facility to lease equipment that expires on July 31, 2017. Under the terms of this agreement, equipment can be leased for up to 60 months. Lease obligations bear interest at the LIBOR rate plus 2% (ranging from 2.92% to 3.36% at December 31, 2016) and are guaranteed by PFM Investment, PFMAM, and FiServ.

(10) Long-Term Debt

Long-term debt consists of the following at December 31:

	2016		
	Principal	Unamortized debt issuance costs	Net
$45,000,000 term loan agreement (the $45,000,000 Term Loan) with the Borrowers, jointly and severally liable, and eight lenders, payable in quarterly principal installments ranging from $843,750 to $1,687,500 through March 2019, with interest payments made periodically in accordance with the agreement, and with the remaining unpaid principal and interest due June 2019. The term loan bears interest at the base rate plus an applicable margin, or the LIBOR rate plus an applicable margin. The applicable margin for the base rate ranges from 0.00% to 1.00% based on the Company's consolidated senior leverage ratio. The applicable margin for the LIBOR rate ranges from 2.00% to 3.25% based on the Company's consolidated senior leverage ratio. The applicable rate at December 31, 2016 is 2.81%. The term loan is collateralized by certain assets of the Borrowers and is guaranteed by PFM I, PFMSA, BondResources, and PFM Ventures.	$ 36,000,000	$ (177,996)	$ 35,822,004

Continued...

(10) Long-Term Debt, Continued

	2016		
	Principal	Unamortized debt issuance costs	Net
$40,000,000 private placement notes (the $40,000,000 Private Placement Notes) with PFM Investment and nine noteholders, with interest only payments made quarterly in arrears and with the remaining unpaid principal and interest due June 2022. The notes are subordinated to the term loan and line of credit. The subordination agreement prohibits principal payments on the notes prior to repayment in full of the term loan and line of credit. The notes bear interest at a rate of 8% through June 2019 and at the LIBOR rate plus 5.76% from July 2019 through June 2022. Principal prepayments are permitted, subject to the subordination agreement. Any prepayments made prior to June 2019 must include a make-whole penalty, which generally represents interest expense related to the prepayments. The notes are guaranteed by PFM I, PFM, PFMAM, FiServ, PFMSA, BondResources, and PFM Ventures.	40,000,000	(297,550)	39,702,450
	76,000,000	(475,546)	75,524,454
Less: Current portion	(4,500,000)	125,298	(4,374,702)
	$ 71,500,000	$ (350,248)	71,149,752

	2015		
	Principal	Unamortized debt issuance costs	Net
The $45,000,000 Term Loan described above	$ 39,937,500	$ (249,194)	$ 39,688,306
The $40,000,000 Private Placement Notes described above	40,000,000	(351,650)	39,648,350
	79,937,500	(600,844)	79,336,656
Less: Current portion	(3,937,500)	125,298	(3,812,202)
	$ 76,000,000	$ (475,546)	$ 75,524,454

Continued...

(10) Long-Term Debt, Continued

The aggregate future annual principal payments of long-term debt consist of the following:

Years Ending December 31,	Amount
2017	$ 4,500,000
2018	5,625,000
2019	25,875,000
2020	-
2021	-
Thereafter	40,000,000
	$ 76,000,000

The Borrowers may also request an aggregate increase of up to $20,000,000 in the amounts available under the term loan and line of credit. The Borrowers' ability to request these additional borrowings is subject to certain conditions and expires in June 2017. Upon the occurrence of certain issuances of members' units, receipt of certain insurance proceeds, certain asset dispositions, or if the Company's consolidated senior leverage ratio is 3.00 to 1.00 or greater, the Borrowers are required to make mandatory prepayments to be applied to the term loan, then the line of credit, and lastly, the notes. The Company must maintain certain financial and operational covenants in connection with the term loan, line of credit, and the notes.

Interest Rate Swap Agreements

The Borrowers entered into two interest rate swap agreements (the Swaps) with total notional amounts of $34,343,750 and $10,000,000, respectively. Under the terms of the Swaps, the Borrowers prepaid fixed interest payments of $521,600 and $219,500, respectively, and receive interest at a floating rate of the excess of LIBOR over 3%. The prepaid fixed interest payments aggregating $231,995 and $386,660 at December 31, 2016 and 2015, respectively, are included in other assets on the accompanying consolidated balance sheets and are being amortized over the term of the Swaps. The Swaps commenced October 2013 and expire July 2018. The Borrowers did not elect to designate the Swaps as hedging instruments. Therefore, in accordance with FASB ASC 815, *Derivatives and Hedging*, the gain or loss resulting from the change in fair value of the Swaps is recognized in earnings. The fair value of the Swaps at December 31, 2016, of $1,406 and $735, respectively, and at December 31, 2015, of $11,001 and $5,491, respectively, is recorded in other assets on the accompanying consolidated balance sheets. The loss on change in fair value of $14,351 and $150,477 for the years ended December 31, 2016 and 2015, respectively, was recognized in other expense in the accompanying consolidated statements of income.

Continued...

(11) Capital Lease Obligations

The Company leases equipment and furniture and fixtures under long-term agreements, which are classified as capital leases under the terms of the equipment finance lease facility described in Note 9. The leases are non-cancellable and expire through 2020. The lease obligations are collateralized by the underlying assets. Assets recorded under capital leases, included in equipment and improvements in the accompanying consolidated balance sheets, are as follows at December 31, 2016:

Equipment	$ 494,677
Furniture and fixtures	1,203,764
	1,698,441
Accumulated amortization	(74,258)
	$ 1,624,183

There were no assets recorded under capital leases at December 31, 2015.

Amortization expense related to assets under capital lease obligations was $74,258 for the year ended December 31, 2016. There was no amortization of assets under capital lease obligations for the year ended December 31, 2015.

Aggregate future minimum lease payments on these capital leases as of December 31, 2016, are as follows:

Years Ending, December 31,	Amount
2017	$ 456,917
2018	456,917
2019	456,917
2020	292,268
Total future minimum lease payments	1,663,019
Amount representing interest	(89,659)
Present value of net minimum lease payments	1,573,360
Less current portion	(415,398)
Long-term portion	$ 1,157,962

(12) Retirement Plans

PFM, PFMAM, PFMSA, PFM Solutions, PFMFA, and PFMGC sponsor a qualified 401(k) and profit sharing plan. PFM, PFMAM, PFMSA, PFM Solutions, PFMFA, and PFMGC match 50% of employee contributions to the 401(k) plan, up to the first 6% of an employee's salary. Profit sharing contributions are made at the discretion of the board of directors of PFM I. There is a one-year service requirement for employees to receive employer contributions, and employees are fully vested in the matching contributions immediately upon their entry date and after five or six years of service for the profit sharing contributions. Employer contributions for the years ended December 31, 2016 and 2015 totaled $3,461,019 and $3,175,994, respectively, for the profit sharing contribution and $1,559,654 and $1,600,884, respectively, for the matching 401(k) contribution.

(13) Income Taxes

The provision for income taxes consisted of the following for the years ended December 31:

	2016	2015
Current:		
Federal	$ 5,455,000	$ 1,488,301
State	1,799,000	322,098
	7,254,000	1,810,399
Deferred:		
Federal	(401,000)	3,521,000
State	(170,000)	1,141,000
	(571,000)	4,662,000
Liquidation of InvestorCo	-	9,200,000
	$ 6,683,000	$ 15,672,399

The Company's effective tax rate differs from what would be expected if the federal statutory rate was applied to income before income taxes primarily because of pass-through income and because of certain expenses deductible for financial reporting purposes that are not deductible for tax purposes such as meals and entertainment and change in fair value of contingent consideration. During 2015, the Company's effective tax rate also differs due to the liquidation of InvestorCo.

Continued...

(13) Income Taxes, Continued

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities at December 31, 2016 and 2015 are summarized below. The amount of the deferred tax asset considered realizable, however, could be reduced in the near term if estimates of future taxable income during the time the items below are deducted on the tax returns or in any carryforward period are reduced.

	2016	2015
Deferred tax assets:		
Accounts receivable reserve	$ 246,000	$ 223,000
Work-in-process reserve	126,000	126,000
Accrued compensation	392,000	323,000
Deferred rent	523,000	288,000
Intangible assets	530,000	338,000
Incentive compensation payable	7,436,000	6,568,000
Acquisition transaction expenses	43,000	-
	9,296,000	7,866,000
Deferred tax liabilities:		
Equipment and improvements	702,000	119,000
Prepaid insurance	493,000	418,000
Goodwill	1,486,000	1,285,000
	2,681,000	1,822,000
	$ 6,615,000	$ 6,044,000

(14) Commitments and Contingencies

Operating Leases

PFM and PFMAM lease office space and office equipment under operating leases that expire at various dates through 2031. Annual minimum lease payments excluding common area maintenance charges required under these leases as of December 31, 2016 are:

Years Ending December 31,	Amount
2017	$ 6,464,850
2018	$ 5,279,873
2019	$ 3,926,526
2020	$ 3,458,192
2021	$ 2,846,914
Thereafter	$ 19,158,783

Continued...

(14) Commitments and Contingencies, Continued

Operating Leases, Continued

Several of the leases call for graduated payments over the term of the leases. The lease expense, recognized on a straight-line basis over the lease term and included in general and administrative expenses, was $7,844,223 and $7,508,276 for the years ended December 31, 2016 and 2015, respectively. The difference between actual payments and the straight-line basis expense is included in deferred rent on the accompanying consolidated balance sheets.

In connection with certain of its leases, the Borrowers maintain letters of credit in favor of the lessors. The letters of credit automatically renew on an annual basis. See Note 9.

Employment Agreements

PFM, PFMAM, PFMSA, PFM Solutions, PFMFA and PFMGC have entered into employment agreements with certain key employees. The contracts are automatically renewed on a year-to-year basis thereafter and are cancelable by either party with 90 days' prior notice. However, contracted employees are entitled to not less than six months' severance pay if their employment is terminated. In connection with such agreements, contracted employees have agreed not to compete in any respect with the business of PFM, PFMAM, PFMSA, PFM Solutions, PFMFA and PFMGC for the longer of either 12 months after the termination date, or the remaining term of the employment agreement. In connection with these agreements, PFM, PFMAM, and PFMFA have guaranteed aggregate bonuses of $920,000 payable during the years ending December 31, 2018 through 2019.

Continued...

(14) Commitments and Contingencies, Continued

Equity Appreciation Units

During 2015, PFM I entered into contracts with three non-employee board members (each an Independent Manager). The contracts provide that each Independent Manager is due a fixed fee of $17,000, plus the positive difference between the equity unit value of PFM I, at the earlier of a liquidity event, or the termination of the Independent Manager's service, and the equity unit value of PFM I at the contract date, for each equity appreciation unit. There were no equity appreciation units granted during 2016. During 2015, 353,000 equity appreciation units were granted with a contract date equity unit value of $1.56. The contract date fair value of this liability was $51,000. The equity unit value of PFM I, as determined by PFM I's board of directors, as of December 31, 2016 and 2015 was $1.89 and $1.72, respectively. At December 31, 2016 and 2015, the company recognized a deferred compensation liability of $167,490 and $107,480, respectively, which is included in accrued expenses in the accompanying consolidated balance sheets. During the year ended December, 31, 2016 and 2015, PFM I recognized compensation expense of $60,010 and $107,800, respectively, in relation to these contracts, which is included in salaries, incentive compensation, and employee benefits in the accompanying consolidated statements of income. There were no new equity appreciation units granted during 2016.

Health Self-Insurance

PFM maintains a self-insurance program for medical coverage. PFMAM, PFMSA, PFM Solutions, PFMFA, and PFMGC employees are also eligible to participate in the plan. PFM, PFMAM, PFMSA, PFM Solutions, PFMFA, and PFMGC are liable for claims up to $90,000 per covered person annually, and aggregate claims up to $5,836,273 annually. Self-insurance costs are accrued based upon the aggregate of the liability for reported claims and an estimated liability for claims incurred but not reported. PFM maintains additional coverage for amounts in excess of self-insurance limits.

Insurance Deductible

PFM has a $1,000,000 deductible on its errors and omissions insurance and PFMAM, PFMSA, PFM Solutions, PFMFA, and PFMGC are named insured parties. Deductible amounts are accrued when, in the opinion of management, an incident has occurred which will require PFM, PFMAM, PFMSA, PFM Solutions, PFMFA, and PFMGC to pay under the deductible. At December 31, 2016 and 2015, there are no insurance deductibles accrued.

Continued...

(14) Commitments and Contingencies, Continued

Related Party Transactions

As described in Note 1, PFM I, PFM Investment, PFM, PFMAM, FiServ, PFMSA, BondResources, PFM Ventures, PFM Solutions, PFMFA, WFG, PFMGC, and InvestorCo are affiliated through either common or direct ownership. PFM Investment, PFM, PFMAM, and FiServ are co-borrowers on a line of credit and certain long-term debt agreements (see Notes 9 and 10). Certain expenses have been allocated between various entities of the Company, and PFM charges PFMAM, PFMSA, PFM Solutions, PFMFA, and PFMGC a management fee. The operating results of the individual entities of the Company may have been different had they been autonomous.

Litigation

From time to time, the Company is involved in legal proceedings in the ordinary course of its businesses. Management believes that the resolution of these legal proceedings will not have a material adverse effect on the financial condition or results of operations of the Company.

(15) Member Units

As described in the Operating Agreement, PFM I has authorized member units, with voting rights. The member units are generally non-transferrable. The Operating Agreement includes preemptive rights. These preemptive rights provide the members of PFM I the opportunity to participate in certain offerings of the member units by PFM I. The Operating Agreement also includes drag-along rights. These drag-along rights require that all members of PFM I participate in any approved sale. With certain exceptions, PFM I is generally required to repurchase the member units of certain employee members who have attained a specified age. Beginning January 1, 2017, with certain exceptions, PFM I also is generally required to repurchase the member units of certain eligible retirees and the member units of certain terminated employees. The repurchase occurs over a four year period with 20% repurchased in the first year, 20% in the second year, 20% in the third year, and 40% in the fourth year. The repurchase is based on the most recently determined equity unit value at the date of each repurchase. The repurchases in the first, second, and third years are done via cash payments. The repurchases in the fourth year are done via a promissory note, not to exceed four years, and bearing interest at (i) the greater of the applicable federal rate or 8% or (ii) such other rate as the board shall determine.

Continued...

(15) Member Units, Continued

Unit Grant Agreements

The Company has the ability to enter into unit grant agreements (the Grant Agreement) at its discretion, which provide nonvested member units (the Grant Units) to certain employees. Under the Grant Agreements, employees are issued the Grant Units which vest ratably over a period of continuous service or based on realization of certain performance requirements. Compensation cost is recognized on a straight-line basis over the requisite service or vesting period and forfeitures are recognized as they occur. The Grant Agreement provides for accelerated vesting in the event of a change in control, or termination of the grantee without cause. The Grant Units are nontransferable and to the extent the Grant Units are not forfeited and the grantee has filed the appropriate elections under the IRC, the grantee is entitled to have all the rights and obligations of a member including the right to share in distributions and allocations of profits and losses without regard to whether the Grant Units have become vested.

A summary of the status of the Company's Grant Units as of December 31, 2016 and 2015, and changes for the years then ended are presented below:

Nonvested Shares	Grant Units	Weighted Average Grant-Date Intrinsic Value
Nonvested at December 31, 2014	-	$ -
Granted	312,695	$ 1.5990
Vested	-	$ -
Forfeited	-	$ -
Nonvested at December 31, 2015	312,695	$ 1.5990
Granted	159,000	$ 1.7200
Vested	(62,539)	$ 1.5990
Forfeited	-	$ -
Nonvested at December 31, 2016	409,156	$ 1.6460

As of December 31, 2016, there was $583,336 of total unrecognized compensation cost related to nonvested grant units under the Grant Agreement. The cost is expected to be recognized over a period of 4 years. During 2016 and 2015, the Company recognized compensation expense of $119,144 and $71,000, respectively.

(16) Subsequent Events

The Company has performed an evaluation of subsequent events through March 30, 2017, which is the date the consolidated financial statements were available to be issued.

C. Liability Insurance Certificates

Client#: 203700 PUBLIFINAN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Conner Strong & Buckelew Two Liberty Place 50 S. 16th Street, Suite 3600 Philadelphia, PA 19102	PHONE (A/C, No, Ext): 877-861-3220	FAX (A/C, No): 856-552-6885
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Compan	20303
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PFM Financial Advisors LLC
1735 Market Street
43rd Floor
Philadelphia, PA 19103-2770

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35363950	11/30/2016	11/30/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$Included in
	OTHER:							$General Agg.
B	AUTOMOBILE LIABILITY			73248555	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			79774080	11/30/2016	11/30/2017	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		71739979	01/01/2017	01/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Property			35363950	11/30/2016	11/30/2017	See Limits Listed Below	

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

PROPERTY LIMITS:

- PERSONAL PROPERTY & EDP BLANKET LIMIT: $7,155,000
- BUSINESS INCOME WITH EXTRA EXPENSE BLANKET LIMIT: $1,960,000
- ACCOUNTS RECEIVABLE BLANKET LIMIT: $530,000
- VALUABLE PAPERS BLANKET LIMIT: $275,000

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

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

W. Michael Traynor

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2016

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 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 Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	**CONTACT NAME:** Brian Rozynski **PHONE (A/C, No, Ext):** 212-504-1882 **FAX (A/C, No):** 212-504-1899 **E-MAIL ADDRESS:** brian.rozynski@crystalco.com
INSURED PUBLFI PFM Financial Advisors LLC 1735 Market Street 43rd Floor Philadelphia PA 19103	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Endurance American Specialty Insura / 41718 **INSURER B :** XL Specialty Insurance Company / 37885 **INSURER C :** Continental Casualty Company / 20443 **INSURER D :** Starr Indemnity & Liability Co / 38318 **INSURER E :** Everest National Insurance Company / 10120 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1709006975 **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
D E	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			1000057499161 FL5ML00220161	11/30/2016 11/30/2016	11/30/2017 11/30/2017	EACH OCCURRENCE AGGREGATE [blank]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A B C	Professional Liability			FIP10008161701 ELU14750016 596398650	11/30/2016 11/30/2016 11/30/2016	11/30/2017 11/30/2017 11/30/2017	Limit of Liability	$30,000,000 Aggregate Limit

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

Evidence of coverage only.

THE PROFESSIONAL LIABILITY POLICY IS NON-CANCELABLE BY THE INSURER EXCEPT FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

PFM Financial Advisors LLC
1735 Market Street
43rd Floor
Philadelphia PA 19103

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

Crystal + Company

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EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant’s employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the county. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

$500,000 each Person

$500,000 each Person by Disease

$500,000 Policy Limit - Disease

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of $1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability**.

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured’s negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

Client#: 203700 PUBLIFINAN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Conner Strong & Buckelew Two Liberty Place 50 S. 16th Street, Suite 3600 Philadelphia, PA 19102	PHONE (A/C, No, Ext): 877-861-3220	FAX (A/C, No): 856-552-6885
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Compan	20303
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PFM Financial Advisors LLC
1735 Market Street
43rd Floor
Philadelphia, PA 19103-2770

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35363950	11/30/2016	11/30/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$Included in
	OTHER:							$General Agg.
B	AUTOMOBILE LIABILITY			73248555	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			79774080	11/30/2016	11/30/2017	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		71739979	01/01/2017	01/01/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Bay County is an additional insured on the above referenced Commercial General Liability and Automobile Liability Policies if required by written contract. 30 Days Notice of Cancellation Applies / 10 Days Notice for Non-Payment of Premium.

CERTIFICATE HOLDER

Bay County Board of Commissioners
840 W. 11th Street
Panama City, FL 32401

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

W. Michael Trapnell

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POLICY NUMBER: 7324-85-55

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PUBLIC FINANCIAL MANAGEMENT, INC.

Endorsement Effective Date: 11/30/16

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Persons or Orgaizations described in the Who Is An Insured section of this contract and that you are obligated pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – **"Other Insurance"** of Item B. – **"General Conditions"** under Section IV – **"Business Auto Conditions"**:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Public Financial Management, Inc.
Endorsement Effective Date: 11/30/16

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization where you are required pursuant to a written contract or agreement to waive rights of subrogation against such person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. **EXTENDED CANCELLATION CONDITION**
   Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
2. **BROAD FORM INSURED**
   A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
   The Named Insured shown in the Declarations is amended to include:
   1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
   2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
      (a) That is an "insured" under any other automobile policy;
      (b) That has exhausted its Limit of Insurance under any other policy; or
      (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

   Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. Employees as Insureds
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. Lessors as Insureds
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
      (1) The agreement requires you to provide direct primary insurance for the lessor; and
      (2) The "auto" is leased without a driver.

      Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
      However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
      1. You;
      2. Any of your "employees" or agents; or
      3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

   D. Persons And Organizations As Insureds Under A Written Insured Contract
   Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
      However, such person or organization is an "insured" only:

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.
5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. **EXTRA EXPENSE – BROADENED COVERAGE**
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. **GLASS REPAIR – WAIVER OF DEDUCTIBLE**

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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:
1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION
Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES
Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:
e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE
Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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Liability Insurance

Endorsement

Policy Period November 30, 2016 - November 30, 2017

Effective Date 11/30/16

Policy Number 3536-39-50 PHL

Insured PUBLIC FINANCIAL MANAGEMENT, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are Insureds; but they are Insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an Insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an Insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an Insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Reference Copy

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or Organizations desribed in the Who Is An Insured section of this contract and that you are obligated pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative

Reference Copy

Liability Insurance

Endorsement

Policy Period November 30, 2016 - November 30, 2017

Effective Date 11/30/16

Policy Number 3536-39-50 PHL

Insured PUBLIC FINANCIAL MANAGEMENT, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Conditions

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard.** This waiver applies to the designated person or organization.

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others (continued)

Designated Person Or Organization

Any person or organization where you are required pursuant to a written contract or agreement to waive rights of subrogation against such person or organization.

All other terms and conditions remain unchanged.

Authorized Representative 

WC 124
(4-84)

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2017 (DATE) at 12:01 A. M. standard time, forms a part of

Policy No. 7173-99-79 of the GREAT NORTHERN INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

Issued to PUBLIC FINANCIAL MANAGEMENT INC

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization where you are required pursuant to a written contract or agreement to waive rights of subrogation against such person or organization.

Copyright 1983 National Council on Compensation Insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2017

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 Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	**CONTACT NAME:** Brian Rozynski **PHONE (A/C, No, Ext):** 212-504-1882 **FAX (A/C, No):** 212-504-1899 **E-MAIL ADDRESS:** brian.rozynski@crystalco.com
INSURED PUBLFI PFM Financial Advisors LLC 1735 Market Street 43rd Floor Philadelphia PA 19103	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Endurance American Specialty Insurance 41718 **INSURER B :** XL Specialty Insurance Company 37885 **INSURER C :** Continental Casualty Company 20443 **INSURER D :** Starr Indemnity & Liability Co 38318 **INSURER E :** Everest National Insurance Company 10120 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 534351744 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D E	☐ **UMBRELLA LIAB** ☐ OCCUR			1000057499161	11/30/2016	11/30/2017	EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE			FL5ML00220161	11/30/2016	11/30/2017	AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A B C	Professional Liability			FIP10008161701 ELU14750016 596398650	11/30/2016 11/30/2016 11/30/2016	11/30/2017 11/30/2017 11/30/2017	Limit of Liability	$30,000,000 Aggregate Limit

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

Evidence of Coverage Only

The Professional Liability policy is non-cancelable by the Insurer except for non-payment of premium.

CERTIFICATE HOLDER

Bay County Budget Office
Attn: Budget Officer
840 W. 11th Street
Panama City FL 32401

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

Crystal + Company

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

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

SUBJECT/TITLE: **Request approval of a High Impact Signature Event Tourist Development Tax Grant in the amount up to $65,000 per year for the GFNY Florida Sebring Cycling for years 2023 through 2025.**

STATEMENT OF ISSUE

The Tourist Development Council on August 11, 2022, at the regularly scheduled meeting, recommended reimbursing Gran Fondo New York in the amount up to $65,000 per year for years 2023, 2024 and 2025 for the GFNY Florida Sebring Cycling to cover fees used for promotional items, MOT/traffic/lighting fees, facility rental, marketing & graphic design, post-race meal for athletes and audio/visual under the High Impact Signature Event Grant contract guidelines and application.

RECOMMENDED ACTION

Move to approve the High Impact Signature Event Tourist Development Tax Grant in the amount up to $65,000 per year for the GFNY Florida Sebring Cycling for years 2023 through 2025.

FISCAL IMPACT

This approval will allocate up to $65,000 total from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services) which is included in FY 2023, 2024, and 2025.

Attachments: Lidia_Fluhme_-_Notarized_ContractGFNYCycling2023.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME:	GRAN FONDO NEW YORK
ADDRESS:	5114 KENNEDY BLVD. WEST # 16,
	WEST NEW YORK, NJ 07093
FEI NO:	27-2506250

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses to Gran Fondo New York, Inc. as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

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

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

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

REPORTS

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

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until December 31, 2025.

NOTICE

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

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COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR expenses in the amount of up to Sixty-Five Thousand Dollars ($65,000) for GFNY Florida Sebring Cycling with room verifications required, from Cost Center 5305 the Marketing and Promotion Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending January 31, 2026.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in

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

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

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

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

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

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

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

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCrecords@highlandsfl.gov

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

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

Remainder of this page intentionally left blank

ENTIRE AGREEMENT

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

DATED this 16 day of September 2022.

By: _____
Lidia Fluhme, President, Gran Fondo New York

State: Virginia County: Alexandria

Before me this day personally appeared Lidia Fluhme (name) as President (title) of Gran Fondo New York (applicant) to me well known or produced identification Driver License (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date)

My Commission expires (date)

Signature of Notary

Document Notarized using a Live Audio-Video Connection

AMEENHA HAFEESAH GUILLORY
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY ID: 7889093
COMISSION EXP: JUNE 30, 2024

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
_____ , Chair

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

Attachment A

APPLICATION GENERAL INSTRUCTIONS
The application **must be completely filled out**. Not Applicable or N/A should be marked if needed.

Copies of the following items must be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
  Sole owner: Lidia Fluhme
- Applicant's W-9 tax form for post-Event payment, attached
- Overall & detailed marketing plan for the Event, attached
- Sample Visitor/Attendee Survey for the Event, attached

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC HIGH IMPACT SIGNATURE EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $ 65,000

I. General Information

1. Name of Applicant: Lidia Fluhme
2. Name of Event: GFNY Florida Sebring Cycling
3. Contact person: Lidia Fluhme
4. Contact person e-mail: lidia@gfny.com
5. Complete address of Applicant: 5114 Kennedy Blvd West #16, West New York, NJ 07093
   Cell phone: 917-656-2005
6. Applicant's Chief Official/Event Coordinator: Lidia Fluhme
   Title: President
   Address if different from above: 5114 Kennedy Blvd West #16, West New York, NJ 07093
   Cell phone: 917-656-2005
   Email: lidia@gfny.com
7. Has Event ever received funding from the TDC? Yes X No
   >If yes – list years and amounts: 2020 $65,000 // 2021 $55,000 // 2022 $55,000
   Under different format, with set amounts per year. Past room nights from athlete survey:
   2020 total room nights: 3136
   2021 total room nights: 2702

8. Amount Applicant is requesting for the Event/Project: $ 65,000
9. Intended use of funds: Eligible expenses

   Marketing: $9,000
   1. Social media ads
   2. Race ambassadors wearing apparel, posting their training / about the race on their social media, creating content for GFNY communication about the marathon.
   3. Editing of videos for social ads.

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4. Booth rental at expos.
5. Printing and distributing fliers to shops, at expos, at events, with Sebring logo.
6. Expo booth & photo op signage, with Sebring logo.
7. Design of fliers and artworks used in race and promotional items.
8. Sending email newsletters.
9. Holding pre-race launch events and training events led by race ambassadors.
10. Inviting media to cover the race: covering media travel and hotel expenses.

Participant products with Sebring logo: $21,000

1. Production, shipping and customs of event shirt for every participant, with Sebring logo.
2. Production of race packet items, with Sebring logo (bib number, bike number).
3. Production of finisher medal, with Sebring logo.
4. Production of race goodies, with Sebring logo (backpack or shopping bag, event promotional item like water bottle or buff or mug or similar).

MOT & Traffic control & Light towers	$22,000
Promotional items/shirts for athletes (includes customs & shipping)	$21,000
Facility rental	$7,750
Marketing & graphic design	$9,000
Post-race meal for athletes	$4,000
A/V	$1,250

(Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization)

GFNY brings thousands of cyclists and their supporters to tourism destinations to enjoy sport, entertainment and family-friendly activities.
GFNY offers two race distances: a competitive marathon course and a non-competitive medium course.

Recognizable: GFNY has strong logo and color identity. GFNY provides sharable moments.

Desirable: A clear BE A PRO FOR A DAY concept.
GFNY offers a world-class cycling experience for everyone, from the lead athlete to the last athlete. GFNY Participants enjoy the camaraderie of a GFNY event, challenging themselves and earning their finisher medal. At GFNY, each athlete is celebrated as the star of the event.

Trusted: GFNY cycling races offer, globally:

- Safe, well-organized event.
- Consistent experience and common set of rules.
- Participant and family recreation in attractive tourism destinations.
- The chance to earn a spot in the Qualifier Corral at all GFNY World races.
- An international field of riders, 20-100 nations present at every GFNY.

The known, trusted GFNY brand and quality give riders confidence to travel and take vacation days to take part in a GFNY race.

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III. Schedule of Event/Project:

Friday	Activity	Location
9AM	Group Ride, 2hrs	TBD
1:00PM - 5:00PM	Expo & Registration open	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL
5:00PM - 7:00PM	GFNY FL Happy Hour. Show your race wristband to enjoy GFNY Happy Hour specials	Cowpoke's Watering Hole: 6813 US-27, Sebring, FL

Saturday	Activity	Location
9:00AM	Group Ride, 1-2hrs Register Below	TBD
1:00PM - 7:00PM	Expo & Registration open	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL

Sunday	Activity	Location
6:30AM	Start area opens & recommended arrival time to the Start Area	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL
7:15AM	Start corrals close	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL
7:30AM	START of GFNY Florida	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL
10:00AM	Recovery Zone opens & Post-race meal begins	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL
2:00PM	Awards ceremony	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL
2:00PM	Course closes	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL
3:00PM	End of Festivities	The Barn at Paso Fino: 3501 Paso Fino Dr, Lake Placid, FL

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OnlineNotary.net



Document Id: C0E8F430-3539-11ED-8537-2192633E89FB
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IV. Event Specific Information

1. Event/Project name: GFNY Florida Sebring
2. Type of event or project: Cycling marathon
3. Dates of Event/Project: October 22, 2023, October 27, 2024, October 26, 2025
4. Location of Event/Project: The Barn at Paso Fino
5. Number of days: 3

   Hours: 7am-7pm daily

6. Projected number of out of town participants:
   2021 participant data:

   Number of Participants:
   How many from out of Florida?
   # for adult: 296
   How many overnight from Florida?
   # for adult: 284
   How many day trip from Florida?
   # for adult 2
   Number of Fans/Spectators:
   How many from outside of Florida?
   # for adult 464
   # for youth 10
   How many overnight from Florida?
   # for adult 455
   # for youth 10
   How many day trip from in Florida?
   # for adult 5
   # for youth 5
   Out-of-state:
   # rooms: 523 (athletes & guests)
   Avg # nights: 2.5
   actual avg room rate: $109
   Total hotel impact: $143,00

   In-state:
   # rooms: 558 (athletes & guests)
   Avg # nights: 2.4
   actual avg room rate: $109
   Total hotel impact: $146,000

   2702 total room nights

7. Projected number of attendees per day: Friday 800, Saturday 800, Sunday 2000

8. Projected number of media, staff, officials:
   Out of state: 30
   In-state: 2

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9. Event/Project promoter (if other than Applicant): same as applicant
Name of promoter: Lidia Fluhme
Company name: Gran Fondo New York
Contact name: Lidia Fluhme
Address: 5114 Kennedy Blvd West #16, West New York, NJ 07093
Phone: 917-656-2005
Email: lidia@gfny.com
Website: florida.gfny.com

11. Event/Conference Admission Price (if applicable) $149-249

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event/Project. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 2000

13. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? (*Please answer each question or your application will be deemed incomplete*). 500

14. Provide the previous year's event information, (if applicable):

Previous Event or Project: GFNY Florida Sebring
Date: 10/25/20 // 10/31/21
Location: Sebring
Total Room Nights: 2702
Contact Name/Phone: Lidia Fluhme / 917-656-2005
Funding amount awarded: $55,000
Economic Impact (If available): $289,000 hotel impact

Marketing Plan for the Event:
GFNY is a leading global endurance sports brand: recognizable, desirable, trusted. GFNY is in a niche industry, cycling, and public-at-large advertising does not reach our target audience. We've sought targeted and cost-effective methods for our communication with our target audience. Communication on billboards, tv and radio are not effective for our events.

We have established GFNY as a media outlet for all news relating to GFNY events, plus related topics like travel to races, training, sports nutrition, and more.

- GFNY's global connections to media outlets
- Inviting global cycling magazines
- GFNY Ambassadors who represent GFNY locally and in social media
- Direct outreach to regional clubs, groups, coaches, bike shops
- Special Invited Guests
- Email newsletters to GFNY global email database with 100,000 subscribers from 120 nations
- GFNY training / social / promotional events
- Exhibiting at expos of other cycling events
- Fliers at other cycling events, in regional bike shops

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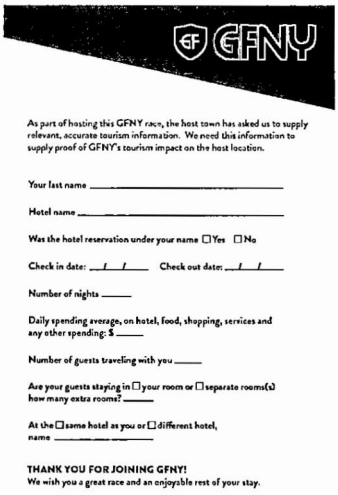
• Complete social media marketing plan and implementation, including videos, photos, articles, and targeted ads for each type of content. Content topics include details about the course, the host town, how to get to the race venue, and more.

• Inviting GFNY's YouTube show team, Gruppo. Team currently consists of two on-camera personalities and camera operator & video editor.

Target markets: East coast US, Central America, Caribbean, South America, Europe, Asia. Florida is a world-renowned tourism destination. It's very easy to get to from anywhere in the world.

Sample Visitor/Attendee Survey for the Event

- Every GFNY attendee is required to complete a check-in process in the week prior to race day (similar to checking in for a flight). GFNY captures various information, including the following tourism information:
    - Where the athlete is sleeping
    - How many nights are they staying
    - How many guests they are bringing
    - How much are they spending
    - Where is the athlete from
- GFNY provides the tourism file to the host city after the race. Also, the host city representative can log into their gfny.cc account and download tourism information themselves for full transparency.
- Due to the set up of the Schedule of Events, GFNY athletes have to stay at least one night at the host city, and many athletes stay 2-6 nights, to practice on the race course and enjoy their visit to the host destination.
- Due to the personal challenge nature of the event, many athletes bring their families, partners and friends - the people who have supported them in their training to also be part of the race week experience and make race weekend a sport-vacation.



GFNY

As part of hosting this GFNY race, the host town has asked us to supply relevant, accurate tourism information. We need this information to supply proof of GFNY's tourism impact on the host location.

Your last name _____

Hotel name _____

Was the hotel reservation under your name ☐Yes ☐No

Check in date: __/__/__ Check out date: __/__/__

Number of nights ____

Daily spending average, on hotel, food, shopping, services and any other spending: $ ____

Number of guests traveling with you ____

Are your guests staying in ☐your room or ☐separate rooms(s) how many extra rooms? ____

At the ☐same hotel as you or ☐different hotel, name _____

THANK YOU FOR JOINING GFNY!
We wish you a great race and an enjoyable rest of your stay.

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PERCENTAGE OF RIDERS FILLED THE QUESTIONNAIRE

76%

1981 Filled out
623 Not filled out
2604 Total N of Athletes

ARE YOU COMING TO THE RACE?

1976 Yes, I will come to the race
5 No, I won't be able to participate

NUMBER OF GUESTS

5213

NUMBER OF NIGHTS

12305

6.7 nights per guest
2.6 guests per participants

TOTAL SPENDING ESTIMATE

917 200 - 1000 USD
473 1000 - 1500 USD
334 1500+ USD

PERCENTAGE OF RIDERS FILLED THE QUESTIONNAIRE

69%

487 Filled out
216 Not filled out
703 Total N of Athletes

ARE YOU COMING TO THE RACE?

487 Yes, I will come to the race
0 No, I won't be able to participate

NUMBER OF GUESTS

920

NUMBER OF NIGHTS

1379

3.5 nights per guest
1.9 guests per participants

TOTAL SPENDING ESTIMATE

116 100 - 250 USD
135 250 - 500 USD
86 500+ USD

PERCENTAGE OF RIDERS FILLED THE QUESTIONNAIRE

73%

533 Filled out
194 Not filled out
727 Total N of Athletes

ARE YOU COMING TO THE RACE?

517 Yes, I will come to the race
16 No, I won't be able to participate

NUMBER OF GUESTS

1270

NUMBER OF NIGHTS

1237

2.6 nights per guest
2.5 guests per participants

TOTAL SPENDING ESTIMATE

309 200 - 1000 USD
59 1000 - 1500 USD
58 1500+ USD

TOTAL NIGHTS	CHECK IN STATUS	COUNTRY	STATE	ACCOMMODATION NAME	ACCOMMODATION CITY
3	Verified	Ecuador	PICHINCHA	Poseidon	Manta
-	Verified	Ecuador	MANABI	-	-
2	Verified	Ecuador	Pichincha	Manta Host	Manta
3	Verified	Ecuador	Azuay	Wyndham	Manta
-	Verified	Ecuador	Pichincha	-	-
6	Verified	Ecuador	Imbabura	Wyndham	Manta
2	Verified	Ecuador	Guayas	Airbnb	Manta
2	Verified	Ecuador	Pichincha	Conjunto Peñon del Mar - Suite	Barbasquillo - Manta
-	Verified	Ecuador	Pichincha	-	-
2	Verified	Ecuador	PICHINCHA	AQUAMARINA	MANTA
2	Verified	Ecuador	Pichincha	Hotel Oro Verde	Manta
3	Verified	Ecuador	Pichincha	Ciudad del Mar	Manta
3	Verified	Ecuador	Pichincha	Wyndham Manta Sail Plaza Hotel	Manta

16

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Entry fees	$140,000
Sponsorship	$5,000
Merchandise	$25,000
Visit Sebring/TDC Funding Request	$ 65,000
TOTAL INCOME ALL SOURCES	$ 235,000

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Toilets, Signage, Insurance, etc.)	**Expense Amount**
Rentals: barricades, portable toilets	$10,000
Food & drinks: at aid stations, for staff and volunteers	$15,000
Permits & licenses	$5,000
Insurance	$8,000
Photo & video team to document the event	$8,000
Technical support	$10,000
Timing expense	$8,000
Staff	$40,000

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Postage, shipping & freight	$15,000
Travel expenses	$10,000
Event incidental expenses	$5,000
Rental vehicles, trucks	$3,000
Athlete products / post-race meal / marketing / MOT / PD traffic control (over the TDC allowance)	$20,00
TOTAL EXPENSES	$157,000
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
MOT & Traffic control & Light towers	$22,000
Promotional items/shirts for athletes (includes customs & shipping)	$21,000
Facility rental	$7,750
Marketing & graphic design	$9,000
Post-race meal for athletes	$4,000
A/V	$1,250
TOTAL TDC EXPENSES	$ 65,000

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Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

LF This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: 10/22/23 , 10/27/24 , 10/26/25
Date of Application: 8/4/22

LF I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on 12/22/23 , 12/27/24 , 12/26/25 (date 60 days after event ends).

LF I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by 8/18/22. (date one week after the application is submitted to and accepted by the Tourism Office)

LF I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

LF I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.

LF I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

LF I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

LF I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

LF Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

_____ Reimbursement will only be provided at a rate of $20/verified room night or $0.50/verified attendee.

LF The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

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LF Applicant understands that it is required to submit a **Room Block Report/Room Night Certification Form** in order to track the amount of rooms the Event produces in order to receive funding. (page 9)

LF Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

LF Applicant's W-9 tax form is included with the application.

LF Applicant has included a detailed **Marketing Plan** for the Event.

LF Applicant has included a sample **Visitor/Attendee Survey** for the Event.

LF As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Report for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

LF The authorized representative of the Applicant acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

LF Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

LF Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

LF Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

LF Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: Lidia Fluhme

Title: President, Gran Fondo New York *Date:* 8/4/22

Authorized Agent Signature: LFluhme

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CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Lidia Fluhme

Date: 08/16/2022

By: _____
(Signature)

Its: President
(Title)

State: Texas County: Harris

Before me this day personally appeared Lidia Fluhme (name) as President (title) of GFNY Florida Cycling (applicant) to me well known or produced identification NY DL (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date) 08/16/2022

My Commission expires (date) October 11, 2022

Signature of Notary Ana Laura Salazar Uribe

NOTARY PUBLIC STATE OF TEXAS
ANA LAURA SALAZAR URIBE
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID: 131757026
COMISSION EXP: OCT 11, 2022

Document Notarized using a Live Audio-Video Connection

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-141 for 4th quarter FY 22 reemployment charges**

STATEMENT OF ISSUE

The Unemployment Compensation charges for the Board of County Commissioners for the 4th quarter of FY 21/22 are $1,855.53. The Cost Centers listed on the attached budget amendment have unemployment claims being charged against them that currently do not have funds available as Board departments do not budget for unemployment charges unless there were anticipated reductions to staff as part of the FY 21/22 Adopted Budget. Budget Amendment 21-22-141 will transfer funds from the Central Services (Insurance account) in the General Fund and the Regular Salaries & Wages account for the Solid Waste Fund to the affected departments' Unemployment Compensation account to pay for the 4th quarter's unemployment claims for FY 21/22.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-141 for the 4th quarter unemployment claims for FY 21/22.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring funds from cost center 2111 (Central Services) to cost center 2106 (Office of Mgmt. & Budget) in the amount of $875.94. In addition, there is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as this budget amendment is realigning $979.59 in cost center 4210 (Refuse Disposal System) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation).

Attachments: 21-22-141 Reemployment Tax - 4th Q 22 (BA).pdf

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/8/2022** SUBMITTED BY: **OMB**

FUND(S): **005, 401** FUND TITLE(S): **General, Building** COST CENTER(S) #: **2111, 2106, 4210**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Central Svcs, Office of Mgmt/Budget, Refuse Disposal System**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2111	54500	Insurance		892,353.11		875.94	891,477.17
E	005	2106	52500	Unemployment Compensation		0.00	875.94		875.94
E	401	4210	51200	Regular Salary & Wages		557,465.61		979.59	556,486.02
E	401	4210	52500	Unemployment Compensation		418.39	979.59		1,397.98
									0.00
									0.00
									0.00
									0.00

REASON: **To adjust the budget for reemployment claims for the 4th Quarter of FY 21/22.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 21-22-141

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

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

SUBJECT/TITLE: **Request authorization to submit a formal request to FDOT pertaining to that grant funding Agreement, Financial Project No. 436642-1-54-01/02, Project No. 18008, for a requested increase in compensation, in the amount of $230,673.28, on behalf of Cobb Site Development, Inc., related to the W. Stryker Road Project, from North Olivia Drive to US 27, with the understanding that any increase in funding to be provided to Cobb Site Development, Inc., by the County shall be limited by any amount approved by FDOT and that to the extent FDOT authorizes an increase in funding, the increase shall be provided only through written Amendment to the Agreement approved by Highlands County through separate agenda item.**

STATEMENT OF ISSUE

On June 07, 2022, the County approved an Agreement with Cobb Site Development, Inc. (Cobb), pursuant to ITB# 22-003 (Agreement), for the W. Stryker Road Project, from North Olivia Drive to US 27 (Project). On July 11,2022, Highlands County issued a Notice to Proceed related to the Project. Cobb has submitted a request for an increase in compensation under the Agreement (attached hereto) to cover inflation increases associated with fuel and material costs. Their submittal includes backup information for the two contributing components: asphalt and trucking cost.

County staff has informed Cobb that additional funding is not available in the County's budget to cover the requested increase. Despite being provided with this information, Cobb has requested that the County submit a request for increase in funding to FDOT.

If FDOT does not increase the funding to the County based on Cobb's request, the requested increase cannot be accommodated and Cobb will need to complete the Project pursuant to the amount set forth in the Agreement.

RECOMMENDED ACTION

Motion to authorize County staff to submit a formal request to FDOT pertaining to that grant funding Agreement, Financial Project No. 436642-1-54-01/02, Project No. 18008, for a requested increase in compensation, in the amount of $230,673.28, on behalf of Cobb Site Development, Inc., related to the W. Stryker Road Project, from North Olivia Drive to US 27, and with the understanding that any increase in funding to be provided to Cobb Site Development, Inc., by the County shall be limited by any increased funding amount approved by FDOT and that to the extent FDOT authorizes an increase in funding, the increase shall be provided only through written Amendment to the Agreement approved by Highlands County under a separate agenda item.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Local Gov't. Infrastructure Surtax) or the overall budget. The request is for FDOT to provide an additional $230,673.28 for construction at the request of Cobb Site Development, Inc.

Attachments: 20221103135654003_Cobb Request.pdf

COBB
SITE DEVELOPMENT INC
401 South 6th Avenue, Wauchula, FL 33873

November 3, 2022

Highlands County BOCC
600 S Commerce Ave
Sebring, FL 33870
RE: ITB 22-003 West Stryker Roadway Improvements Highlands County Project 18008
Attn: Gator/Mitchell

To Whom it May Concern,

On 3/1/2022, Cobb Site Development submitted a bid for the above referenced project. We were the apparent low bidder and a recommendation for award was posted on 4/19/22. The contract was not approved by the board until the 6/7/2022 County Commission meeting.

During the time between the bid date and the contract approval, our industry was hit hard by unprecedented inflation and record fuel prices. As a result, there are some major proponents of this project that increased. Those items are mainly related to asphalt and trucking. Attached is backup from suppliers as well as a breakdown of the cost increase. We request that the County pay the cost increase of $230,673.28 as the increases were caused by something out of our control. At this time, we are working diligently on the project and looking forward to a successful completion. Though Cobb does not consider a potential denial by FDOT to the request for additional funds to represent the conclusion or a waiver of Cobb's efforts to obtain payment of the additional amounts sought, Cobb has no present intention of disavowing any binding contractual obligations concerning project completion despite a potential denial by FDOT of the request for additional funds

We appreciate you taking the time to speak with us on how to resolve this issue and look forward to hearing back from you.

Respectfully,

Kyle Cobb
Chief Operating Officer

Highlands County BOCC Stryker Road Improvements Cost Increase from 3/2022 to 10/2022

Mar-22				Oct-22			
Item	Units	UOM	Unit Rate	Total	Item	Units	UOM	Unit Rate	Total
Asphalt	5,337	TN	$68.48	$365,477.76	Asphalt	5337	TN	$87.74	$468,268.38
Trucking	1409	HR	$70.00	$98,630.00	Trucking	1409	HR	$103.50	$145,831.50
Base Trucking	11,676	TN	$11.20	$130,771.20	Base Trucking	11,676	TN	$18.11	$211,452.36
			Total	$594,878.96				Total	$825,552.24

Total Cost Increase
Total
$230,673.28

Ajax Paving
Industries of Florida, LLC

An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

Please be aware that due to the volatility of material prices, fuels, and trucking we cannot guarantee these prices for long-term projects. Pricing as shown on this template are subject to change at any time and without notice.

To lock-in project specific pricing contact Roger Owens at 813-267-2298 or Sonny Webb at 239-470-8732.

Platinum Customers

Effective February 1, 2022

Location	S-1	S-3	9.5C	12.5C	FC 9.5C w/ recycle 76-22	FC 12.5C w/ recycle 76-22
Plant 1 North Venice	$62.00	$63.00	$63.00	$62.00	$90.00	$88.00
Plant 2 Punta Gorda	$62.00	$63.00	$63.00	$62.00	$94.00	$92.00
Plant 3 Palmetto	$59.00	$61.00	$61.00	$59.00	$83.00	$81.00
Plant 4 Ft. Myers	$61.00	$62.00	$62.00	$61.00	$94.00	$92.00
Plant 5 Odessa	$62.00	$64.00	$64.00	$62.00	$86.00	$83.00
Plant 6 Tampa	$58.00	$60.00	$60.00	$58.00	$83.00	$81.00
Plant 7 Largo	$62.00	$64.00	$64.00	$62.00	$86.00	$83.00
Plant 8 Lake Wales	$62.00	$64.00	$64.00	$62.00	$86.00	$83.00

$68.48 inc tax

Ajax Paving
Industries of Florida, LLC

An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

Please be aware that due to the volatility of material prices, AC, fuels, and trucking we cannot guarantee these prices. Do not bid future work using the prices below they can change at anytime and without notice.

To lock-in project specific pricing contact Roger Owens at 813-267-2298 or Sonny Webb at 239-470-8732.

Prices do not include sales tax and are subject to Ajax Paving Industries of Florida sales terms.

Platinum Customers

Effective Sept 6, 2022

Location	S-1	S-3	9.5C	12.5C	FC 9.5C w/ recycle 76-22	FC 12.5C w/ recycle 76-22
Plant 1 North Venice	$78.00	$78.00	$78.00	$78.00	$105.00	$105.00
Plant 2 Punta Gorda	$78.00	$78.00	$78.00	$78.00	$110.00	$110.00
Plant 3 Palmetto	$77.00	$77.00	$77.00	$77.00	$102.00	$102.00
Plant 4 Ft. Myers	$76.00	$76.00	$76.00	$76.00	$110.00	$110.00
Plant 5 Odessa	$82.00	$82.00	$82.00	$82.00	$108.00	$108.00
Plant 6 Tampa	$77.00	$77.00	$77.00	$77.00	$102.00	$102.00
Plant 7 Largo	$82.00	$82.00	$82.00	$82.00	$108.00	$108.00
Plant 8 Lake Wales	$82.00	$82.00	$82.00	$82.00	$108.00	$108.00

87.74 inc tax

Kyle Cobb

From: Clay Goodison <cgoodison@transphos.com>
Sent: Thursday, November 3, 2022 9:48 AM
To: Kyle Cobb
Subject: RE: Hourly Pricing

$90/Hour +FSC is still our rate. (currently @15% FSC)

90.00 x 1.15

= 103.5

Thanks,

Clay Goodison
Cell (863) 581-0776

From: Kyle Cobb <Kyle@lcobbconstruction.com>
Sent: Thursday, November 3, 2022 9:40 AM
To: Clay Goodison <cgoodison@transphos.com>
Subject: RE: Hourly Pricing

Can you update for current?

Thank you,
Kyle Cobb
COO/Estimator
L. Cobb Const./Cobb Site Development
O: 863-773-3839
C: 863-781-4594

From: Clay Goodison <cgoodison@transphos.com>
Sent: Thursday, July 21, 2022 4:40 PM
To: Kyle Cobb <Kyle@lcobbconstruction.com>
Subject: Hourly Pricing

Kyle,
Due to economic conditions, including but not limited to, fuel and overall inflation our hourly rate have increased from $70/hour at the beginning of the 2022 to $90/Hour plus fuel surcharges. The FSC has fluctuated over the last several months from 10% to 23%. Currently it is at 17%.

Let me know if you have any questions.

Clay Goodison
Director of Construction Services
TRANS-PHOS
DELIVERING TRUST
5020 Old Hwy 37
Mulberry, FL 33860
Cell (863) 581-0776
Office (863) 534-1575
https://link.edgepilot.com/s/def91ef1/4lE5njVzO0SEi-llDISh2A?u=http://www.transphos.com/

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Kyle Cobb

Subject: FW: Stryker
Attachments: FSC Example.xlsx

From: Clay Goodison <cgoodison@transphos.com>
Sent: Tuesday, October 25, 2022 1:06 PM
To: Rhaymans <Rhaymans@cobbsitedevelopment.com>
Cc: Bids Trans-Phos <transphosbids@gmail.com>
Subject: Stryker

Dick,
Florida Shell to Stryker I can do freight $15.75/ton +FSC

Clay Goodison
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Mulberry, FL 33860
Cell (863) 581-0776
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www.TransPhos.com

15.75
x 1.15
= 18.11

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Kyle Cobb

From: Ap2
Sent: Wednesday, August 31, 2022 1:30 PM
To: Kyle Cobb; Operations; Clay Cobb
Subject: FW: A letter from Advantage Trucking

From: Advantage Trucking <contact@advantagetrucking.com>
Sent: Wednesday, August 31, 2022 11:52 AM
To: Advantage Trucking <contact@advantagetrucking.com>
Subject: A letter from Advantage Trucking

Dear valued customers, vendors, and subcontractors,

It has been our pleasure to work with SWFL businesses in the construction industry for over 23 years. In consideration of our high standards for safety and quality, along with the challenges of current market conditions including inflation, fuel costs, and insurance concerns, the shareholders of Advantage Trucking have chosen to close the brokerage arm of their business endeavors. Rest assured Advantage Trucking will continue to make all outstanding payments within terms and maintain our customary integrity throughout our closure.

We will not be accepting truck orders after this Friday, **September 2, 2022**. We are very sorry for any inconvenience this may cause our loyal customers and subcontractors, however our excellent dispatcher Dennis Colina will continue to be of service under a different authority and will be reaching out to you with his new contact information.

We look forward to working with you through our other related business entities which remain in full operation.

Sincerely,

Florida ATI Inc.
dba Advantage Trucking

PO Box 110608
Naples, FL 34108

Corporate Office: contact@advantagetrucking.com
Phone: 239-450-8975

ADVANTAGE TRUCKING

Original trucking firm who went out of business due to economic conditions. We switched to Trans-Phos.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Request reappointment of two regular members and appointment of two new regular members to the Historic Preservation Commission**

STATEMENT OF ISSUE

There are two regular member vacancies and two alternate member vacancies on the Highlands County Historic Preservation Commission (HPC). The two alternate vacancies have been advertised on the County website since May 2022. During this time, one regular member has resigned from the HPC: Nancy Morrisey, and three regular member's terms have expired on June 23, 2022: C. Keith Hunnicut, David Schmidt, and Gaylin Thomas.

Mr. Schmidt and Ms. Thomas have asked to be reappointed and we have received two new applications for appointment to the HPC: Barbara Belli and Robert Robinson. The reappoint terms for Mr. Schmidt and Ms. Thomas would expire on June 23, 2026. Mr. Robinson's application was received first, and his appointment would fill the remainder of the first vacancy, which was vacated by Nancy Morrissey, who's existing four-year term is scheduled to expire on June 23, 2023. Ms. Belli's appointment would fill the term for C. Keith Hunnicutt; therefore, Ms. Belli's appointment would expire on June 23, 2026. The applications for Ms. Belli, Mr. Robinson, Mr. Schmidt, and Ms. Thomas are attached for your review and consideration.

RECOMMENDED ACTION

Move to reappoint David Schmidt and Gaylin Thomas to the Historic Preservation Commission as regular voting members with their terms expiring on June 23, 2026 and appoint Barbara Belli and Robert Robinson to the Historic Preservation Commission as regular voting members with their terms expiring on June 23, 2026, and June 30, 2023, respectively.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Belli Application.pdf
Robinson Application.pdf
Schmidt Application.pdf
Thomas Application.pdf

Barbara Belli Online Application

Name = Barbara Belli
Address = 2624 Emerson Avenue
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 561-490-6442
Email = adaangel165@gmail.com
Request = Highlands County Citizen Advisory Task Force
Request = Historic Preservation Commission
Membership Type = Regular Member
Current Employment Experience: = I am retired.
Previous Employment Experience: = Retired Special Education Teacher/ Palm Beach County, Florida
High School = High School
College = College- Florida State University
Special Training: = Special Training
Activities & Interest: = Would love to contribute to the community of Sebring. I enjoy reading, gardening.
Current positions on boards, committees, elected offices, law enforcement positions: = I am not on any boards or committees.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 64
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.91.125.185

Robert Robinson Online Application

Name = Robert Robinson
Address = 725 Killarney Dr
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 8634141939
Email = rwr1021@gmail.com
Request = Historic Preservation Commission
Membership Type = Alternate Member
Current Employment Experience: = Currently I am the Managing Partner of the Outback Steakhouse here in Sebring FL. I have been with Outback all together for over 20 years. I have lived in Sebring for close to 30 years and my family has been here since the 60s. My Grandfather Creighton Northrup dug the Canals that lead to Little Lake Jackson and helped build Erin Park which is the housing community around the Canals. He and my grandmother Betty were also founding members of the Kissimmee Valley Archaeological Society. Previous Employment Experience: = I worked for a company called PDQ for 2 years in-between working for Outback Steakhouse
High School = Triton High School Erwin NC
College = East Carolina University BS Poly Sci with Minor in History AA from SFCC
Special Training: = Special Training
Activities & Interest: = Boating
Community Service
Current positions on boards, committees, elected offices, law enforcement positions: = N/A Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 43
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 174.58.120.145

David Schmidt Online Application

Name = David Schmidt
Address = 5251 Lafayette Avenue
City = Sebring
State = FL
Zip_Postal_Code = 33875-5659
Phone = 260-336-4714
Email = thedavidschmidt@gmail.com
Request = Historic Preservation Commission
Membership Type = Regular Member
Current Employment Experience: = Currently Curator of the State of Florida Civilian Conservation Corps Museum at Highlands Hammock State Park.
Previous Employment Experience: = 37 years teaching experience - high school special education, Us History and world geography
High School = Columbus North High School, Columbus, Indiaana
College = Michigan State, Ball State University (B.S., M.A.) Bowling Green (M.A,)
Special Training: = Autism education, Employment Training Specialist (Indiana University)
Activities & Interest: = Swimming, reading, travel, gardening.
Current positions on boards, committees, elected offices, law enforcement positions: = Board of Directors, Friends of Highlands Hammock State Park
Relation = No
Relative Name: =
Relationship: =
Gender = Male
Disabled = No
Age = 71
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 174.58.40.42

Gaylin Thomas Online Application

Name = Gaylin Thomas
Address = 703 W. Winifred St.
City = Avon Park
State = FL
Zip_Postal_Code = 33825
Phone = 863-414-1578
Email = gpthomas62@gmail.com
Request = Historic Preservation Commission
Membership Type = Regular Member
Current Employment Experience: = Current Volunteer Positions:President, Heartland Cultural Aliance, Inc. Chair, Sebring High School Joint Reunion Committee
Previous Employment Experience: = Highlands County School Board (3 years): Secretary of Exceptional Education Highlands County School Board (10 years): Substitute Teacher Highlands County Public Health Department (6 years): Park Elementary Health Room Aide Avon Park Air Force Range (2 years): Manager of Morale, Welfare, Recreation Activity Center & Library Avon Park Correctional Institution (3 years): Medical Records Clerk, Psychology Department Secretary South Florida State College (16 years): Grants and Programs Specialist
High School = 1967 Graduated Sebring High School College = 2014 BAS in Supervision and Management from South Florida State College
Special Training: = Special Training: State and Federal Grants System, Educational Programs, Ev Activities & Interest: = Many and varied.
Current positions on boards, committees, elected offices, law enforcement positions: = President, Heartland Cultural Aliance, Inc. Chair, Sebring High School Joint Reunion Committee
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 73
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.208.94.189

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-607SS, for an approximate 3-acre parcel to remove a previously assigned condition.**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 3-acre parcel to remove a condition on the future land use designation that required this Property and the adjacent property be unified as one to meet septic service area requirements established by the Florida Department of Health.

This Property was originally part of the Lake June West Townhomes development that was constructed on the property to the west. The development was not able to be finalized and the developer sold this property. The new owner is unable to develop the property with the condition that the properties be unified. The Applicant has spoken with the Florida Department of Health, and they have indicated they have no objection to the removal of the condition. The Future Land Use Map designation will remain the same as High Density Residential (RH).

The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future multi-family development.

The Planning and Zoning Commission recommended approval of CPA-22-607SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-22-607SS, removing site-specific conditions, and transmit CPA-22-607SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments: CPA-22-607SS Staff Report for BCC AA Baranes LLC.pdf
FDOH No Objection.pdf
CPA-22-607SS Application.pdf
CPA-22-607SS Ordinance AA Baranes LLC.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 11/15/2022
Case Number: CPA-22-607SS	**Case Name:** AA Baranes Remove Septic Service Area Condition
Agent: N/A	**Property Owners:** AA Baranes, LLC
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Amend the previously approved Future Land Use Map (FLUM) amendment to remove the following requirement from the Property and the adjacent property:

"with a Unity of Title recorded for the two parcels to meet the septic service area requirements established by the Florida Department of Health".

General Location: An approximate 3-acre parcel located on the south side of Lake June Road, approximately 3.7 miles west of US 27, 0.07 miles east of Peachtree Drive, on the north side of Lake June; the address being 1040 Lake June Road, Lake Placid, Florida

PARCEL ID: C-28-36-29-A00-0050-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Ordinance, CPA-22-607SS, removing site-specific conditions, and transmit CPA-22-607SS to the Florida Department of Economic Opportunity 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-22-607SS, removing site-specific conditions, and transmit CPA-22-607SS 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 October 11, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER CPA-22-607SS – AA BARANES, LLC** An approximate 3-acre parcel located on the south side of Lake June Road, approximately 3.7 miles west of US 27, 0.07 miles east of Peachtree

Drive, on the north side of Lake June; the address being 1040 Lake June Road, Lake Placid; and abbreviated legal description as follows: An approximate 3-acre parcel located in Section 28, Township 36 South, Range 29 East, Highlands County, Florida.

The applicant is requesting a small-scale comprehensive plan amendment, to amend existing site-specific conditions assigned to the future land use designation. Mr. Roberts read the request and Ms. Barry and Mr. Baranes presented the request. There were no letters received, and one member of the audience, Mr. Royce, asked for confirmation regarding the compatibility of the proposed septic system connecting to public utilities when they become available.

Motion by Mr. Boring and seconded by Mrs. Hunnicutt to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-607SS, removing site-specific conditions, and transmit CPA-22-607SS 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, all members voted yes. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is to remove a condition on the future land use designation that required this Property and the adjacent property be unified as one to meet septic service area requirements established by the Florida Department of Health.

   This Property was originally part of the Lake June West Townhomes development that was constructed on the property to the west. The development was not able to be finalized and the developer sold this property. The new owner is unable to develop the property with the condition that the properties be unified.

   The Applicant has spoken with the Florida Department of Health, and they have indicated they have no objection to the removal of the condition.

   The Future Land Use Map designation will remain the same as High Density Residential (RH).

   The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future multi-family development.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	RH	Multiple-Family Dwelling including Motel and Hotel District (R-3)
Adjacent Property to the North	Golf Course/ Multi-family housing	Commercial (C)/ Medium Density Residential (RM)	Business District with a Conditional Use (B-3 CU)/ R-3
Adjacent Property to the South	Lake June-in-Winter	Lake June-in-Winter	Lake June-in-Winter
Adjacent Property to the East	Vacant	RH	R-3
Adjacent Property to the West	Lake June West Townhomes	RH	R-3

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential (RH).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3).

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;

Department Comments and Analysis of Petitioner's Proposal:

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

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

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the commercial development review process 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:** Florida Department of Environmental Protection, Highlands County Building Department, Highlands County Emergency Management, and Highlands County Natural Resources.

3. **The following Departments, Divisions, and Agencies did not respond:** Town of Lake Placid, Florida Department of Transportation, 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 parcels slope toward the lake with the highest elevation of approximately 80+ feet adjacent to Lake June Road, sloping toward the lake at approximately 75 feet elevation.
2. **Soils:** The soils underlying the site are *Basinger Fine Sand and Satellite Sand,* which are poorly drained. Limitations for urban uses can be overcome with proper topsoil, drainage, mounding and backfilling.
3. **Surface Waters:** The subject parcel has no surface water areas; however, it is located along Lake June-in-Winter.
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 vacant.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** High Density Residential.
4. **Proposed FLUM Designation:** The FLUM designation will remain the same as High Density Residential.
5. **Current FLUM Population Yield:** The current FLUM allows up to 9 dwelling unit per acre. The parcel would currently carry a potential population yield of 61 persons; 9 x 3 acres = 27 dwelling units; 27 dwelling units x 2.25 persons per household = 61 persons.
6. **Proposed FLUM Intensity:** As the proposed FLUM designation is not changing, the potential population will remain the same at 61 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for multi-family development purposes.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Wetland

habitat. The Applicant received Environmental Clearance in October 2020.

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 (SFHA), and AE, for areas located within the SFHA, along Lake June-in-Winter, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0358C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The is an on-site potable water (well) system; therefore, the property is located within the Zone of Control and the Zone of Exclusion 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.
8. **Overlay Districts:** The property is located within the Lake Placid Regional Plan Overlay District as designated by the Highlands County Land Development Regulations.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water system (well) designed to connect to a central water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater (septic tank) system designed to connect to a central wastewater system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Lake June Road and will require concurrency review at the time of development.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** Negligible.
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 High Density Residential Future Land Use designation are residential in nature. Any project development will likely generate student impacts to the school district; school concurrency **is** required.

G. **Airports:** The subject property is located approximately 20 miles southeast of the Avon Park Executive Airport and 10 miles southwest of the Sebring Regional Airport.

H. **Fundamental Planning Analysis ref. Comprehensive Plan:**
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The future land use map designation is not changing, and the site is located in an area with other residential uses. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies will need to be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future land use map designation is not changing, and the site is located in an area with other residential uses. The future development is in a developed area that will be required to connect to central potable water and wastewater systems when it becomes available. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The future land use map designation is not changing, and the site is located in an area with other residential uses. The property is located adjacent to a shared bikeway that connects to the shared bikeway on US 27, which in turn connects to downtown Lake Placid.

(4) *Promotes conservation of water and energy:* The future land use map designation is not changing, and the site is located in an area with other residential uses.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.

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

map designation is not changing, and the site is located in an area with other residential uses.

(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 to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-607SS, removing site-specific conditions, and transmit CPA-22-607SS to the Florida Department of Economic Opportunity 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: Zoning Map
Exhibit 4: Future Land Use Map

Exhibit 1:

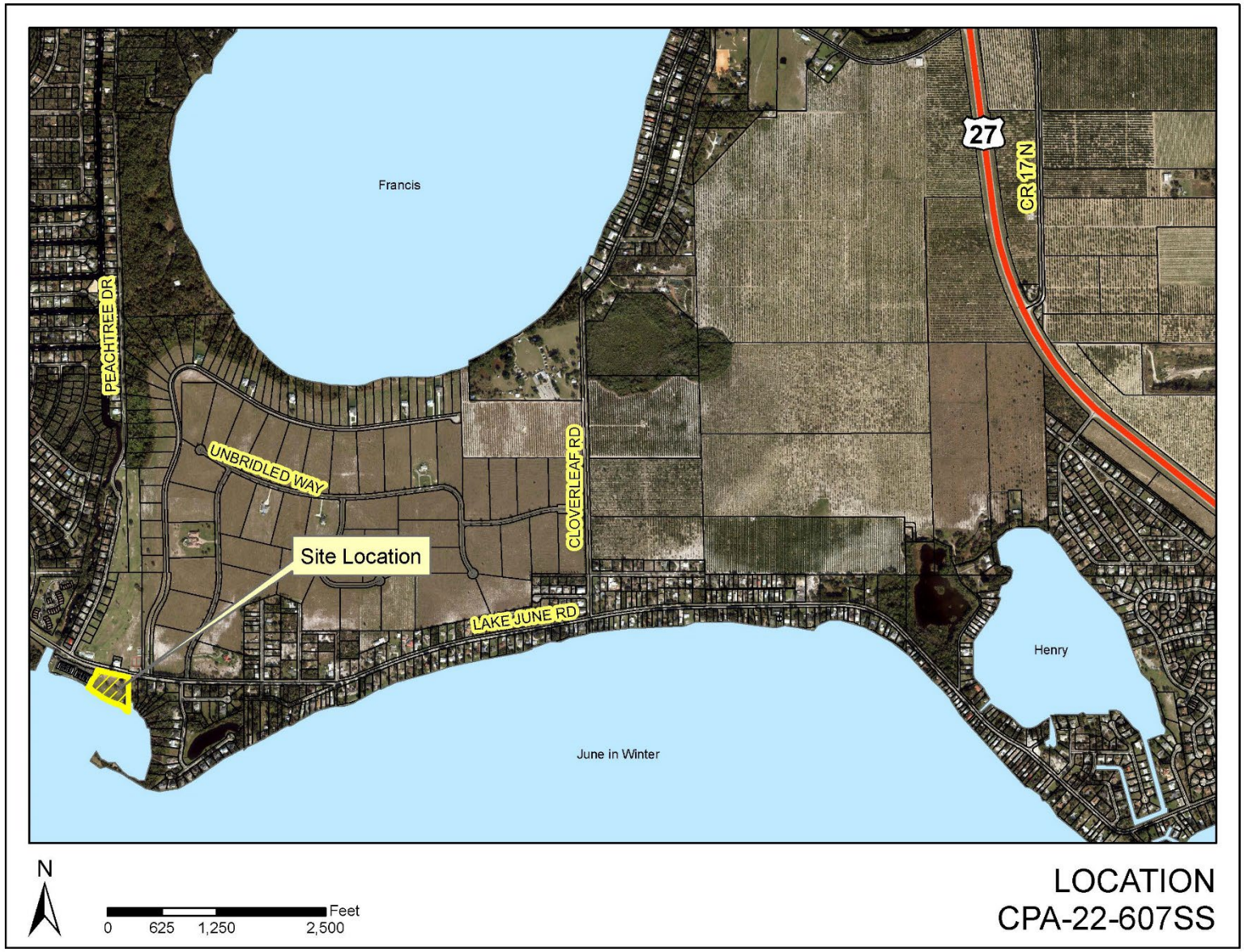

Francis
PEACHTREE DR
UNBRIDLED WAY
CLOVERLEAF RD
Site Location
LAKE JUNE RD
27
CR17 N
Henry
June in Winter
N
0
625
1,250
2,500
Feet
LOCATION
CPA-22-607SS

Exhibit 2:

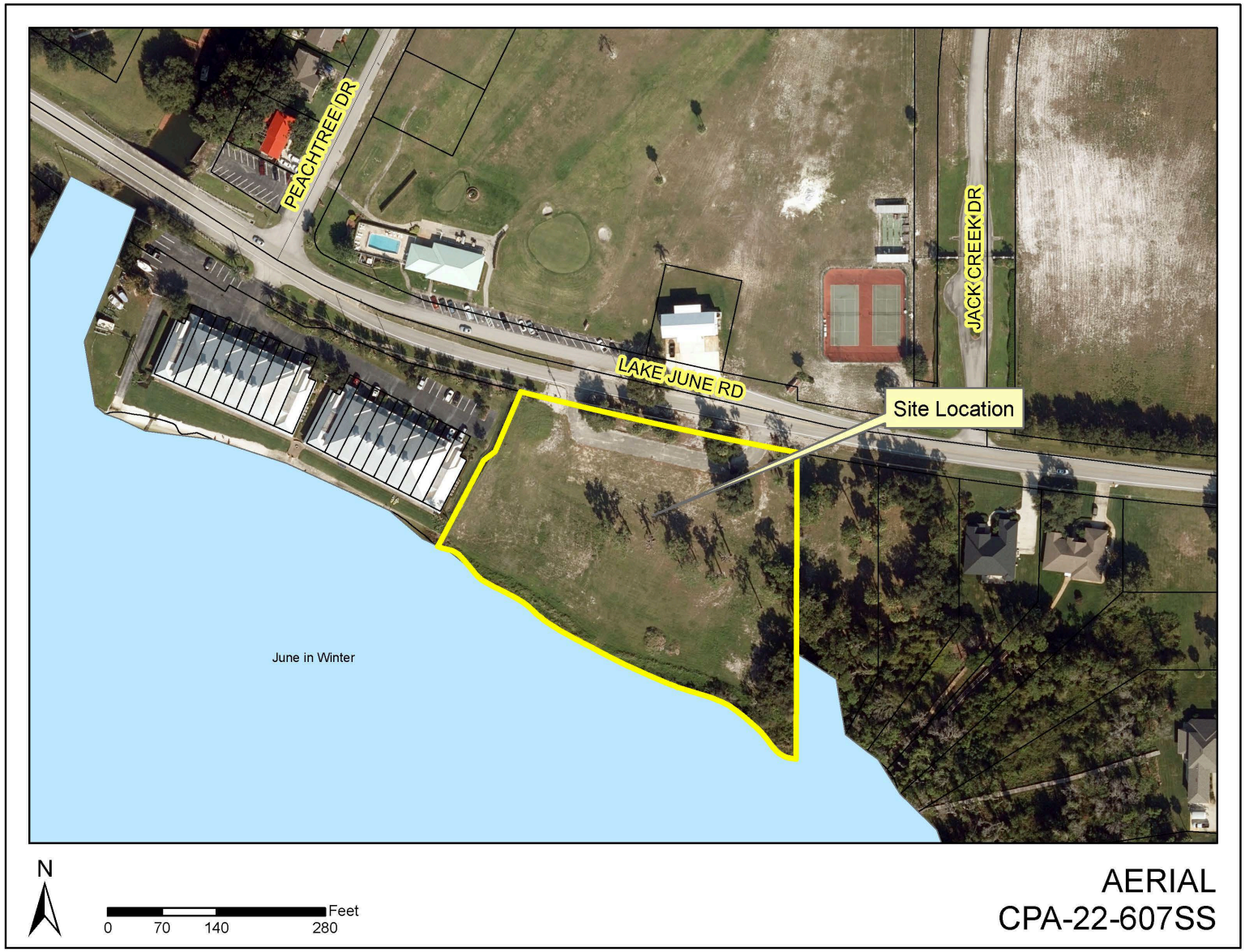

PEACHTREE DR
JACK CREEK DR
LAKE JUNE RD
Site Location
June in Winter
N
0
70
140
280
Feet
AERIAL
CPA-22-607SS

Exhibit 3:

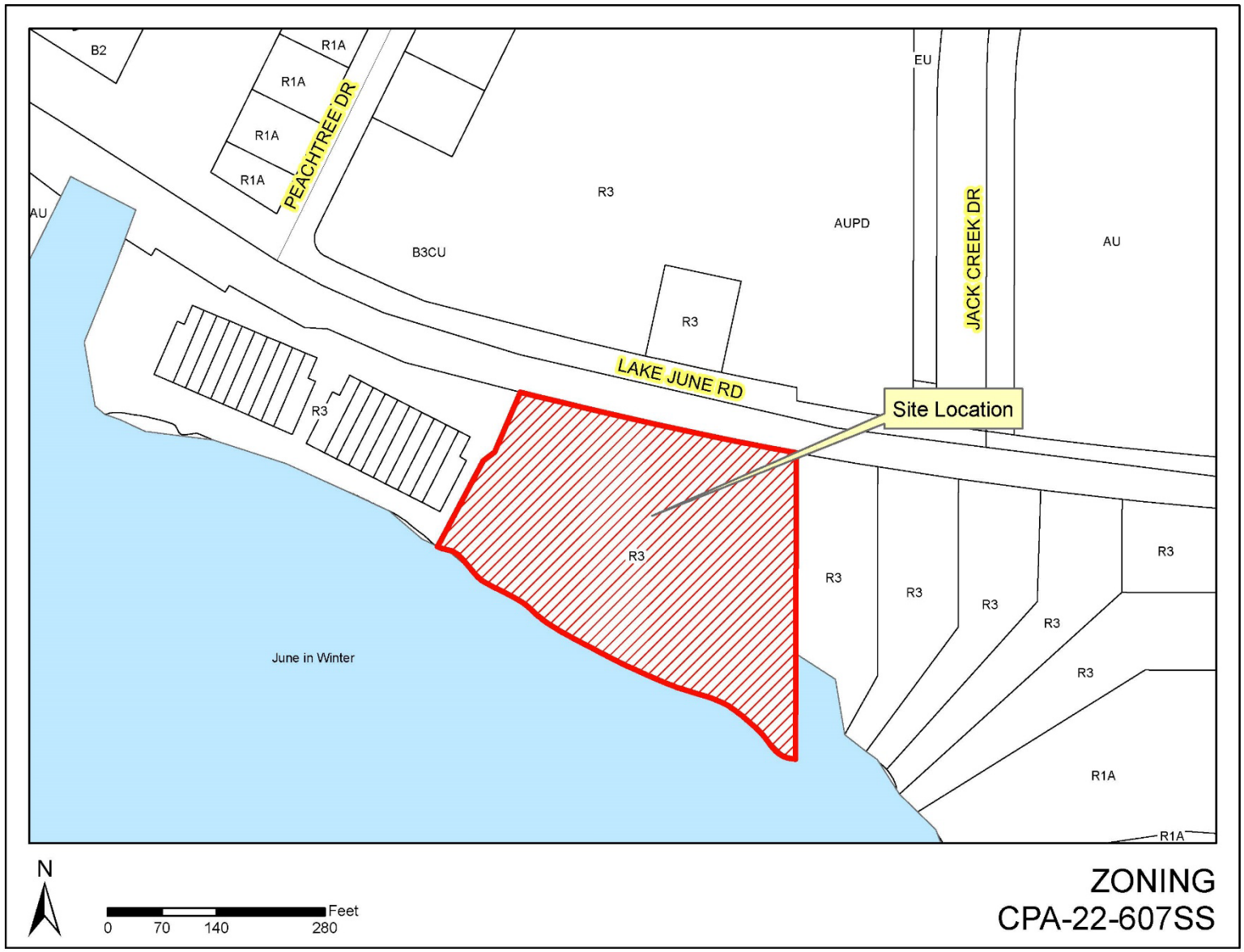
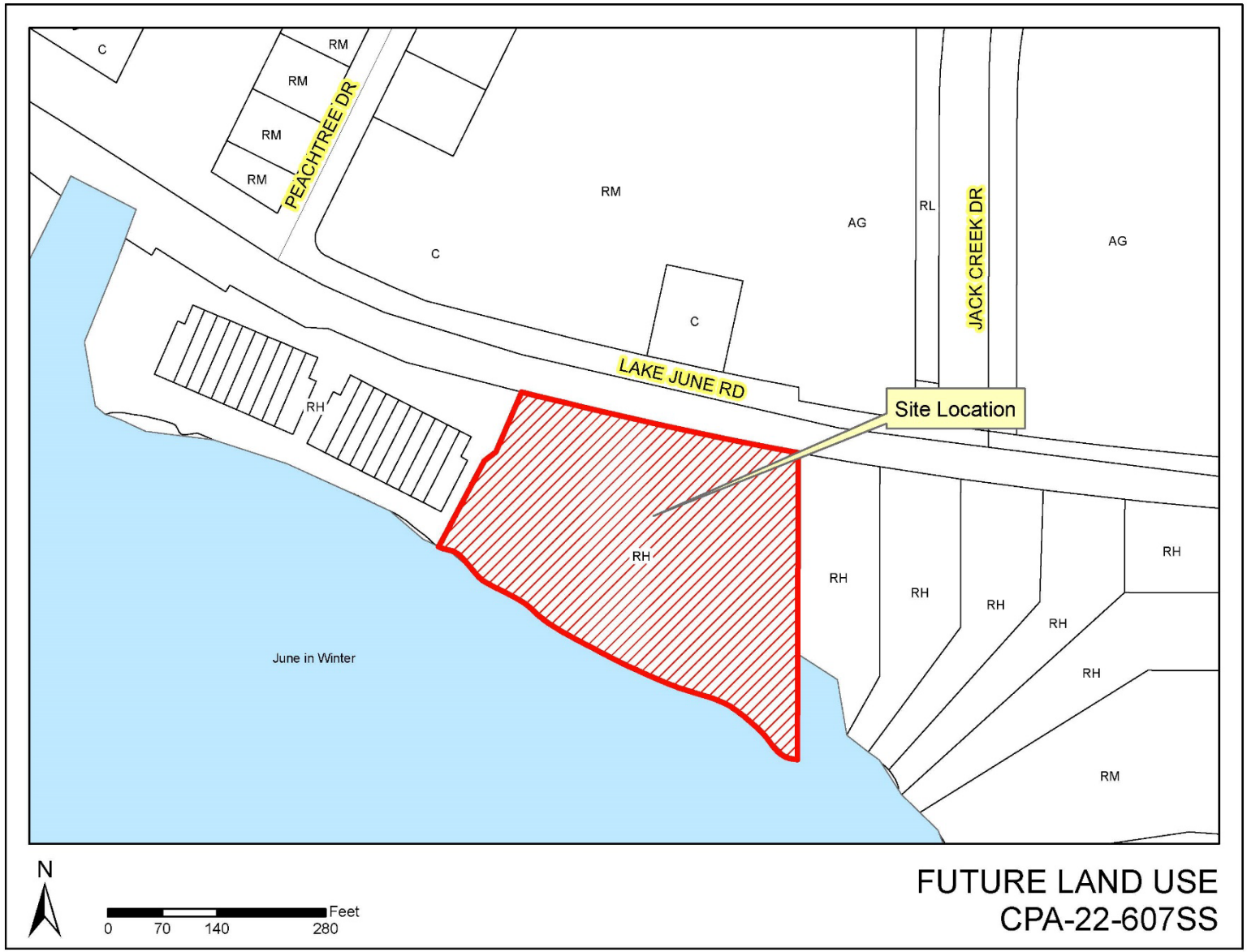

B2
R1A
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PEACHTREE DR
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JACK CREEK DR
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R3
LAKE JUNE RD
Site Location
R3
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R3
R3
June in Winter
R1A
R1A
N
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70
140
280
Feet
ZONING
CPA-22-607SS

Exhibit 4:


C
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PEACHTREE DR
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JACK CREEK DR
AG
LAKE JUNE RD
Site Location
RH
RH
RH
RH
RH
RH
RH
RH
June in Winter
RM
N
Feet
0
70
140
280
FUTURE LAND USE
CPA-22-607SS

From: Wolfe, Jason A.
To: Planning and Zoning
Subject: DRC memo for 10/11/22
Date: Tuesday, August 30, 2022 2:07:57 PM

[**CAUTION:** External Message*]

Below you will find my comments.

1. CPA-22-607SS- no objection
2. CPA-22-608SS- no objection
3. P&Z 2112- no objection. They should confirm with licensing agencies for ALF's also before proceeding (ACHA and DCF).
4. P&Z 2113- no objection

Thanks, Jason

Jason Wolfe RS
FDOH- Highlands Co.
7205 S. George Blvd.
Sebring, FL. 33875
863-382-7342
863-441-3346
Jason.wolfe@flhealth.gov

[***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.]

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: RH with condition Change to: RH without condition

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

STAFF USE ONLY:

Case Number: CPA- 2 2 - 6 0 7 (SS)/LS **Date of Application:** 8/10/2022

Amount of Fee: $ 1500 **Tax Map No.:** 96B

Hearing Dates: **P&Z** 10 /11 /22 **BOCC** 11 /15 /22

This application has been reviewed for completeness and determined sufficient.

Signed: Planning and Zoning Manager **Date** 8/17/2022

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

STRAP No. C-28-36-29-A00-0050-0000 **STRAP No. C-**__-__-__-__-__-__-__

STRAP No. C-__-__-__-__-__-__-__ **STRAP No. C-**__-__-__-__-__-__-__

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): AA Baranes, LLC

   Mailing Address: 8729 Pinion Dr, Lake Worth, FL 33467

   Daytime Telephone No. (754) 422-6541 **E-Mail Address:** ffhelicopters@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: _____

   Mailing Address: _____

   Daytime Telephone No. ( ) _____ **E-Mail Address:** _____

NOTARIZED AUTHORIZATION:

- ❑ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ❑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   Requesting to remove unity of title condition for septic. The original development was to place condos on this property and the one to the west. The developer was unable to finish the project and sold this property separately. The septic system will meet FDOH regs.

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) Future Land Use not changing. This request is to remove a condition.
   b. Objective(s) N/A
   c. Policy(ies) N/A

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 Deed

6. **Street Address(es) of Property Covered by the Application**:
   1040 Lake June Rd, Lake Placid, FL

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

8. **Existing Zoning District:** R-3 **Existing Future Land Use Classification:** RH

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

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

_____

_____

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

11. **Existing Property Information:** Size of Property (width) 455'+/- feet, (depth) 311'+/- feet, road frontage 364'+/- feet, water frontage 545'+/- feet, **Total acres:** 3 acres

If different from the total acreage, the developable portion is _____ +/- 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	Apartments/Golf Course	C/RM	R-3
South	Lake June-in-Winter	Lake	Lake
East	Vacant	RH	R-3
West	Lake June West Condos	RH	R-3

INFORMATION ABOUT THE PROPOSED USE:

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

16. **Residential Density:** The proposed density is NA units per acre.

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

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES: N/A

No change to actual future land use

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

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

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☐ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

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

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

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

N/A No Change to actual future land use

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

Reviewer's Signature Date

County Engineer's Signature Date

Highlands County, Florida
Development Services Department Application

OWNER'S (CORPORATION) AFFIDAVIT

I, Kfir Baranes, being first duly sworn, depose and say that I am the Authorized Representative of AA Baranes, LLC, a Florida Limited Liability Company, owner of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all sketches, data, and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is the obligation of the property owner 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 the Board of County Commissioners 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:
(Witnesses)

_____
Print Name: Ortal Brantz

_____
Print Name: Shy JaCohy

AA Baranes, LLC,
a Florida Limited Liability Company

By: _____
Print Name: Kfir Baranes
Title: Authorized Representative

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 9 day of Aug, 2020 by Kfir Baranes, Authorized Representative of AA Baranes, LLC, a Florida Limited Liability Company, who is personally known to me ☒ or who has produced ID _____ as identification ☐ and who did not take an oath.

_____
Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

HAGIT YOSEF
Notary Public - State of Florida
Commission # GG 938442
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

Parcel No. C-28-36-29-A00-0050-0000

ORDINANCE NO. 22-23-09

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 IDS# C-28-36-29-020-0AA0-0000 AND C-28-36-29-A00-0050-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AN AMENDMENT TO HIGHLANDS COUNTY ORDINANCE NO.: 04-05-57, FOR FUTURE LAND USE MAP MODIFICATION ; 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, on January 25, 2005, Highlands County adopted Ordinance 04-05-57, which placed certain development conditions on property located within Highlands County; and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-28-36-29-A00-0050-0000 (Property), has requested a change to the Property which requires an amendment to Ordinance 04-05-57 and the Future Land Use Map of the Plan; and

WHEREAS, the adjacent property identified by the Highlands County Property Appraiser through ID# C-28-36-29-020-0AA0-000 (Adjacent Property), was developed without regard to the conditions encumbering the Property and Adjacent Property which requires an amendment to Ordinance 04-05-57 and the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on October 11, 2022, to review the small-scale amendment to the Property and the Adjacent Property, identified by CPA-22-607SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-22-607SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-22-607SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-22-607SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-22-607SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-22-607SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-22-607SS 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. AMENDMENT TO HIGHLANDS COUNTY ORDINANCE NO.: 04-05-57, FOR FUTURE LAND USE MAP MODIFICATION.

A. Highlands County Ordinance No.: 04-05-57, adopted on January 25, 2005, which provided for a High Density Residential land use designation on the Property (Parcel ID C-28-36-29-A00-0050-0000, previously identified through Parcel ID C-28-36-29-A00-0040-0000 and the Adjacent Property (Parcel ID# C-28-36-29-020-0AA0-0000, previously identified as C-28-36-29-A00-0030-0000), collectively more particularly described as:

> That portion of Section 28, Township 36 South, Range 29 East, Highlands County, Florida lying South of State Road No. 621, North of Lake June-in-Winter and East of Waterway.

is hereby modified to remove the following requirement from the Property and the Adjacent Property:

> "with a Unity of Title recorded for the two parcels to meet the septic service area requirements established by the Florida Department of Health".

B. The Future Land Use Map of the Plan is hereby reaffirmed to reflect that the land use for the Property is High 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-22-607SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

Signatures on Following Page

DONE AND ADOPTED this 15th day of November, 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-608SS, for an approximate 4.62-acre parcel, from Existing Designation Category (E) to Agriculture (AG).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 4.62-acre parcel to change the Future Land Use Map from Existing Designation Category (E) to Agriculture (AG).

The parcel has not been cleared of vegetation and is located in an existing agricultural area. The parcel was assigned an Existing future land use designation when future land use designations were originally assigned by the Comprehensive Plan. The Applicant proposes to make the property consistent with its zoning designation of Agricultural District (AU) and to construct a single-family residence.

The Planning and Zoning Commission recommended approval of CPA-22-608SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-22-608SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.62 acres from Existing Designation Category (E) to Agriculture (AG), and transmit CPA-22-608SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments: CPA-22-608SS Staff Report for BCC Pinchassow.pdf
CPA-22-608SS Application Pinchassow.pdf
CPA-22-608SS Ordinance Pinchassow.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small-Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 11/15/2022
Case Number: CPA-22-608SS	**Case Name:** Pinchassow
Agent: N/A	**Property Owners:** Meyer and Claudia Pinchassow
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Change the Future Land Use Map (FLUM) for an approximate 4.62-acre parcel from Existing Designation Category (E) to Agriculture (AG)

General Location: An approximate 4.62-acre parcel located on the south side of SR 66, approximately 3.44 miles west of US 27, 0.16 miles west of Burkett Avenue, and 0.76 miles east of Payne Road; the address being 3417 SR 66, Sebring, Florida

PARCEL ID: C-25-35-28-A00-0020-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Ordinance, CPA-22-608SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.62 acres from Existing Designation Category (E) to Agriculture (AG), and transmit CPA-22-608SS to the Florida Department of Economic Opportunity 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-22-608SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.62 acres from Existing Designation Category (E) to Agriculture (AG), and transmit CPA-22-608SS 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 October 11, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER CPA-22-608SS – CLAUDIA & MEYER PINCHASSOW** An approximate 4.62-acre parcel located on the south side of SR 66, approximately 3.44 miles west of US 27, 0.16 miles west

of Burkett Avenue, and 0.76 miles east of Payne Road; the address being 3417 SR 66, Sebring; and abbreviated legal description as follows: An approximate 4.72-acre parcel located in Section 25, Township 35 South, Range 28 East, Highlands County, Florida.

The applicant is requesting a small-scale comprehensive plan amendment, to change the future land use map designation from Existing (E) to Agriculture (AG). Mr. Roberts read the request and Ms. Barry presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mrs. Hunnicutt and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-608SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.62 acres from Existing Designation Category (E) to Agriculture (AG), and transmit CPA-22-608SS 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, all members voted yes. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 4.62-acre parcel, from E to AG.

   The parcel has not been cleared of vegetation and is located in an existing agricultural area. The parcel was assigned an Existing future land use designation when future land use designations were originally assigned by the Comprehensive Plan. The Applicant proposes to make the property consistent with its zoning designation of Agricultural District (AU) and to construct a single-family residence (SFR).

2. **Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	E	AU
Adjacent Property to the North	Vacant	AG	Business District (B-2)
Adjacent Property to the South	SFR and Grazing	AG	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Plant Farm and Nursery	AG	AU
Adjacent Property to the West	SFR	AG	AU

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.11, Existing Designation Category (E).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU).

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

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1., General Growth Management Strategy:

A.7. Provide a basic recognition that the land uses outside of urbanized areas are primarily agricultural activities or low density rural development except in the Compact Urban Development Area of Sustainable Communities;

D. Sprawl Guidelines: It is the goal of Highlands County to build on its historical development pattern as a given point of departure, and to mitigate the forces fostering urban sprawl. Urban sprawl is generally scattered, untimely or poorly planned urban development that occurs on the fringe of rural areas and has occasionally invaded lands important and most suitable for agriculture or environmental and natural resource protection. In order to affect this goal, the primary sprawl indicators that a proposed plan or plan amendment discourages will function as a sprawl litmus test. The determination of the presence of one or several of these indicators shall consist of an analysis of the proposed plan or plan amendment within the context of features and characteristics unique to the local community in order to determine whether the plan or plan amendment manifests these findings. For reference, the indicators are contained within the Technical Support Documents to the Comprehensive Plan.

<u>Department Comments and Analysis of Petitioner's Proposal:</u>

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.

Natural Resources: No comment on [the future land use map amendment]; however, an ECR will be required when they apply for a clearing permit as most of the property is xeric upland with the remaining portion being cutthroat seep.

Florida Department of Health: No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection, Highlands County Building Department, Highlands County Emergency Management, and Highlands County Natural Resources.

3. **The following Departments, Divisions, and Agencies did not respond:** Florida Department of Transportation, 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 100 and 105 feet.
   2. **Soils:** The soils underlying the site are *Basinger, St. Johns and Placid Soils.*
      These soils are nearly level and poorly drained to very poorly drained. The limitations for urban uses are severe, but can be overcome with proper drainage.
   3. **Surface Waters:** There are no surface waters on the site.
   4. **Vegetative Cover:** The site is covered with natural vegetation.

   B. Land Use Analysis:
   1. **Current Use of Land:** The property is currently vacant.
   2. **Vesting Rights:** None.
   3. **Current Future Land Use Map (FLUM) Designation:** Existing.
   4. **Proposed FLUM Designation:** Agriculture.
   5. **Current Population Yield:** Currently, the inconsistent zoning and future land use designations would not allow development on this property. The parcel currently carries a potential population yield of 0 persons.
   6. **Proposed Population Yield:** The proposed future land use designation allows a maximum of one (1) dwelling unit per 5 acres or legal lot of record. The parcel would carry a potential population yield of 2 persons; 1 dwelling unit x 2.25 person = 2.25 persons.
   7. **The Applicant's proposed development program:** The Applicant is proposing to use the site to construct a home.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Cutthroat Grass Seep and Xeric Uplands habitats. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of "X", for areas located outside the special flood hazard areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0236C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water system (well) that will be designed to connect to a central potable water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater treatment system (septic) that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto SR 66 and will require a driveway permit during the permitting for the home.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. Schools: The permitted uses within the Agriculture Future Land Use designation are agricultural in nature, with an allowance for a residential

dwelling unit. Any project development may generate student impacts to the school district; school concurrency **may be** required.

G. Airports: The subject property is located approximately 13 miles southeast of the Avon Park Executive Airport and 8 miles southwest of the Sebring Regional Airport.

H. Fundamental Planning Analysis ref. Comprehensive Plan:
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators: The request is to amend the future land use map designation of this parcel from Existing to Agriculture; therefore, these indicators are not applicable.

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are not applicable.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are not applicable.

(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 request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are not applicable.

(4) *Promotes conservation of water and energy:* The request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are not applicable.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* The request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are not applicable. Amending the future land use map designation to Agriculture will preserve agricultural areas and activities.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are not applicable.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are not applicable.

(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: The request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are 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. Environmental Clearance will be **required** at the time of development.

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

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-608SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.62 acres from Existing Designation Category (E) to Agriculture (AG), and transmit CPA-22-608SS to the Florida Department of Economic Opportunity 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: Zoning Map
Exhibit 4: Future Land Use Map
Exhibit 5: Proposed Future Land Use Map

Exhibit 1:

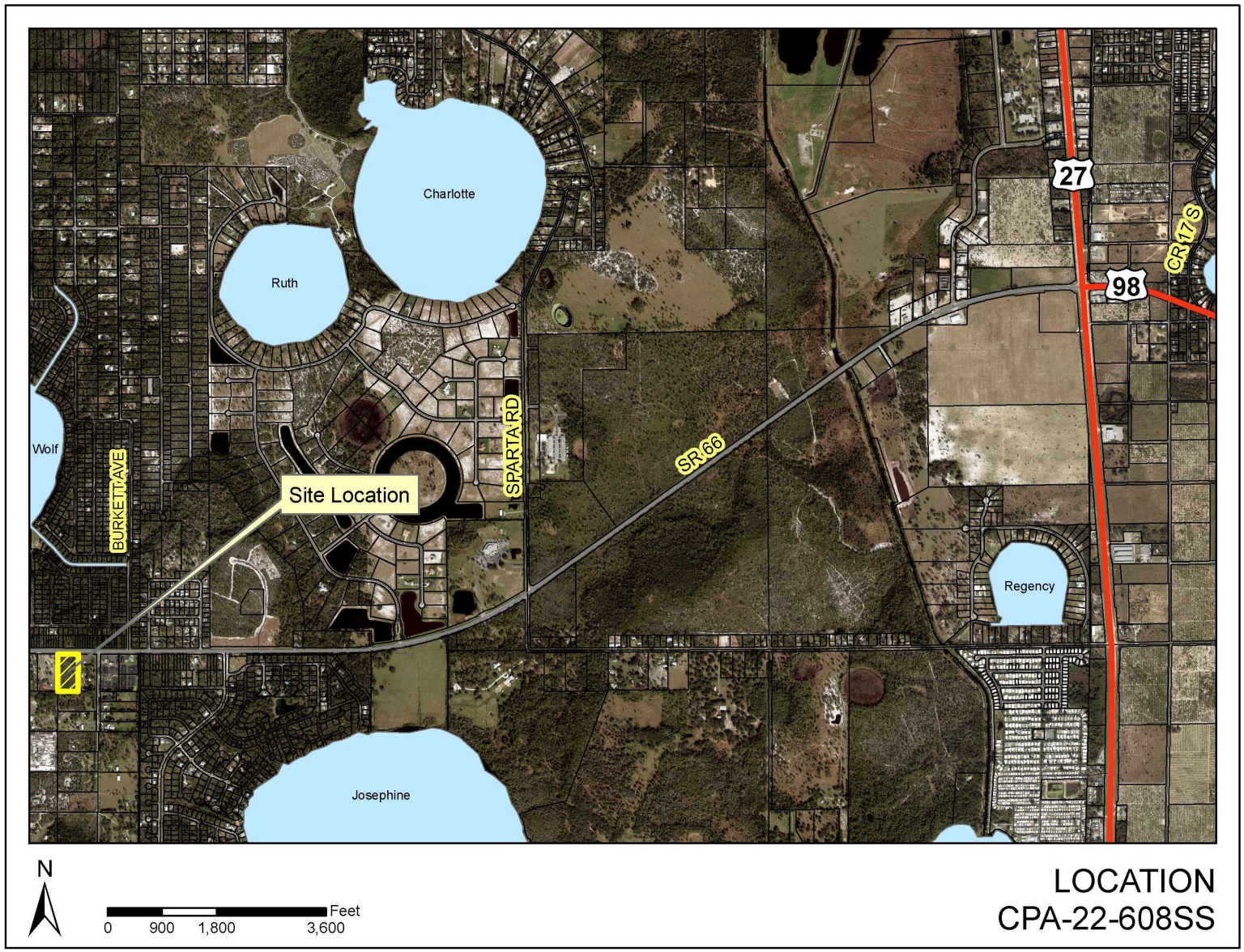

Charlotte
Ruth
Wolf
BURKETT AVE
Site Location
SPARTA RD
SR 66
27
98
CR 17S
Regency
Josephine
N
0
900
1,800
3,600
Feet
LOCATION
CPA-22-608SS

Exhibit 2:


Site Location
SR 66
MCROY RD
N
0
75
150
300
Feet
AERIAL
CPA-22-608SS

Exhibit 3:

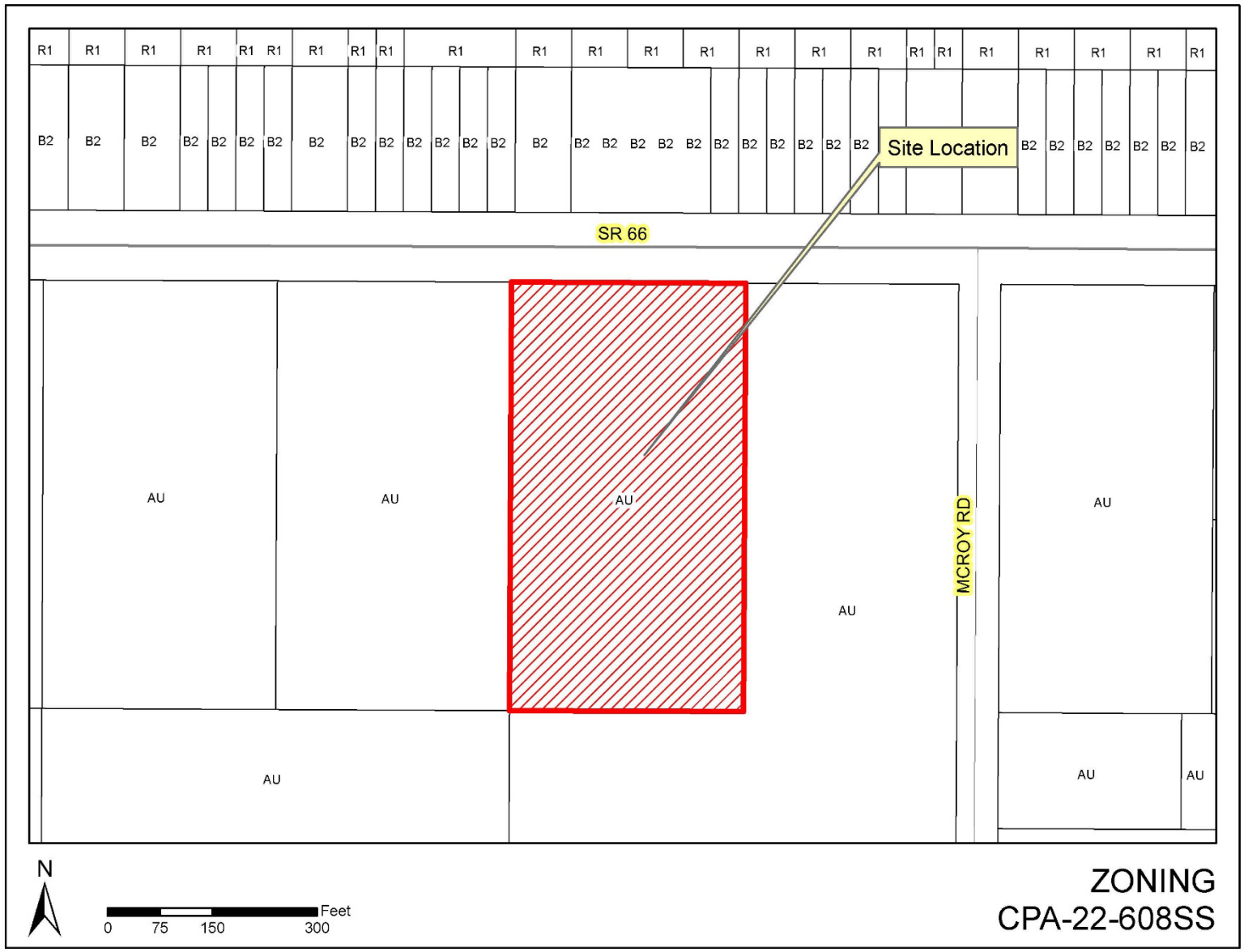

R1
B2
Site Location
SR 66
AU
MCROY RD
N
0 75 150 300 Feet
ZONING
CPA-22-608SS

Exhibit 4:

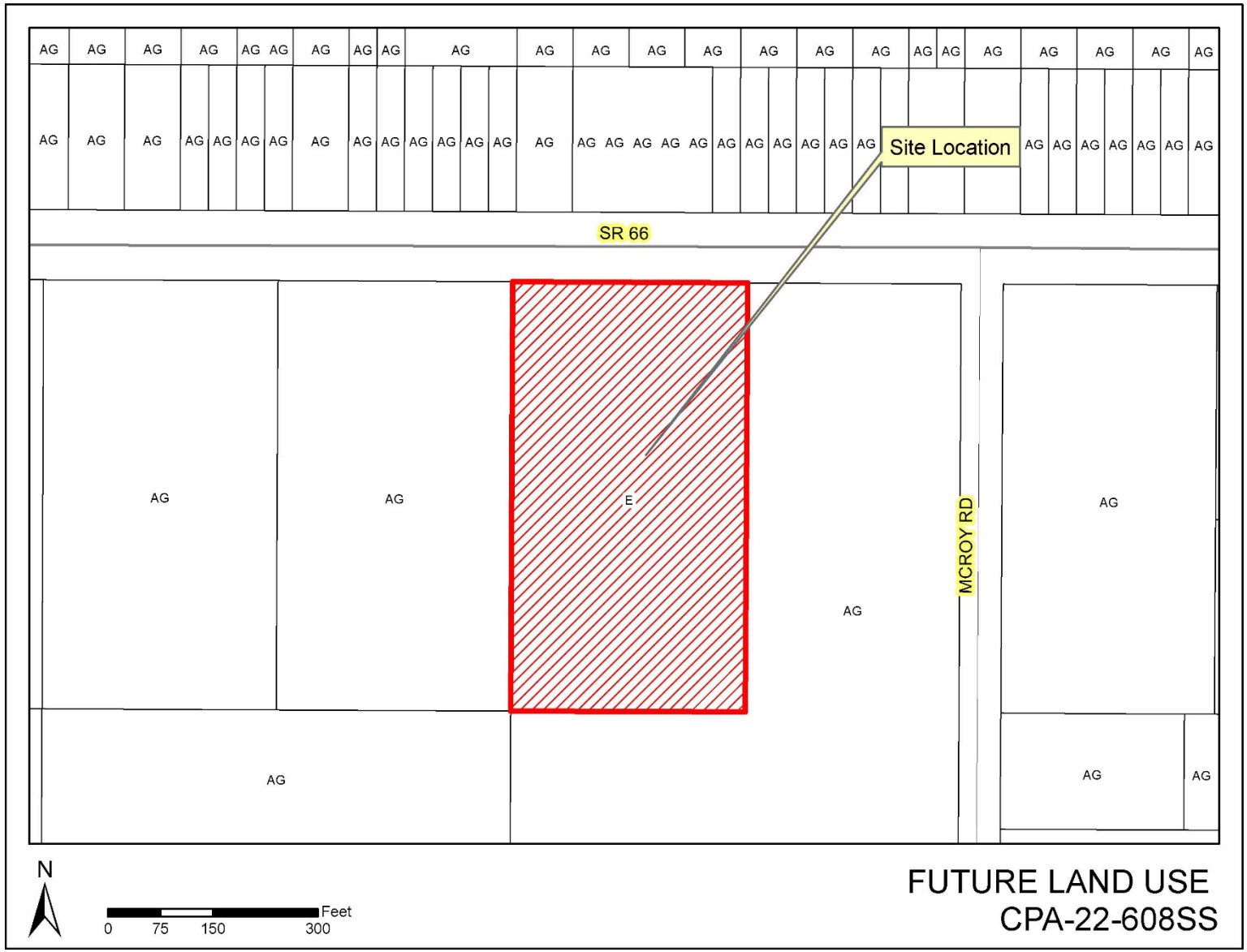
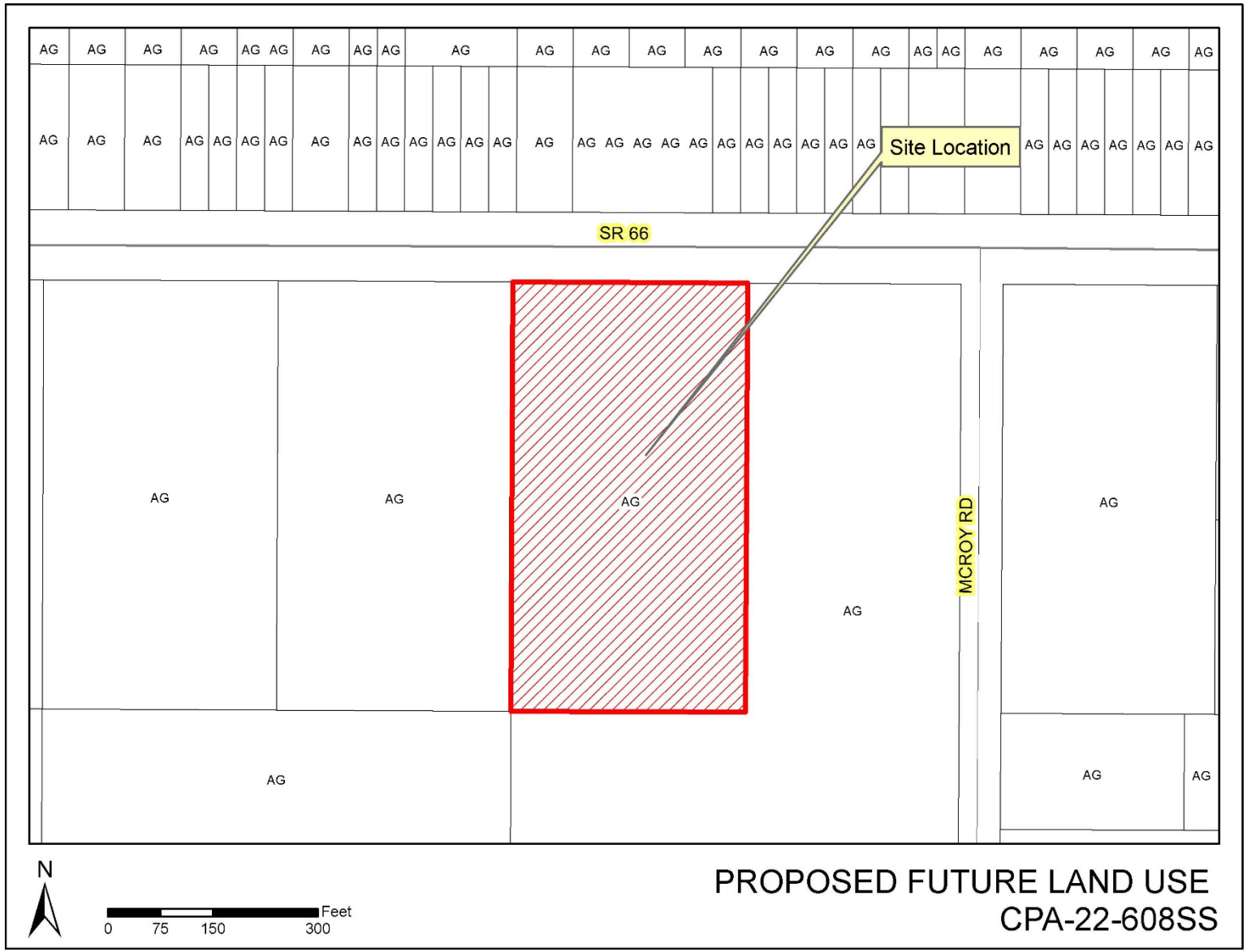

AG
Site Location
SR 66
E
MCROY RD
N
Feet
0
75
150
300
FUTURE LAND USE
CPA-22-608SS

Exhibit 5:


Site Location
SR 66
MCROY RD
AG
N
Feet
0
75
150
300
PROPOSED FUTURE LAND USE
CPA-22-608SS

Highlands County, Florida
Comprehensive Plan Amendment Application

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: E Change to: AG

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

project # 22080003

STAFF USE ONLY:

Case Number: CPA- 22 - 608 (SS)/LS **Date of Application:** 08/09/2022

Amount of Fee: $ 1500.00 **Tax Map No.:** 51A

Hearing Dates: P&Z 10 / 11 / 2022 BOCC 11 / 15 / 2022

This application has been reviewed for completeness and determined sufficient.

Melanie Culpepper
Signed: Planning and Zoning Manager

8/17/2022
Date

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

STRAP No. C- 25-35-28-A00-0020-0000 **STRAP No. C-**___-___-___-___-___-___

STRAP No. C-___-___-___-___-___-___ **STRAP No. C-**___-___-___-___-___-___

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): Meyer & Claudia Pinchassow

   Mailing Address: 688 NW 100th Lane, Coral Springs, FL 33071

   Daytime Telephone No. (904) 444.8417 **E-Mail Address:** claudia@xpgroup.net

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: N/A

   Mailing Address: _____

   Daytime Telephone No. ( ) _____ **E-Mail Address:** _____

NOTARIZED AUTHORIZATION:

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

- ☐ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   We are looking to get Agricultural Future Land Use designation and to build a singe family residence as well.

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 Goal
   b. Objective(s) 1: Growth Mgmt Strategy
   c. Policy(ies) _____

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   The West Half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 25, Township 35 South, Range 28 East, Highlands County, Florida, LESS the North 50 feet for Right of Way.

6. **Street Address(es) of Property Covered by the Application**:
   3417 FL-66, Sebring, FL 33875

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

8. **Existing Zoning District:** AU **Existing Future Land Use Classification:** E

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   Unimproved Land no existing dwellings at the time.

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

_____

_____

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

11. **Existing Property Information:** Size of Property (width) 335 +/- feet, (depth) 613 +/- feet, road frontage 335 feet, water frontage N/A feet, **Total acres:** 4.62

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	Misc Code	AG	B2
South	Grazing Soil	AG	AU
East	Grazing Soil	AG	AU
West	AU SF	AG	AU

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** N/A

16. **Residential Density:** The proposed density is ONE units ~~per acre~~.

17. **Intensity:** The proposed intensity is UNK square feet at UNK Floor Area Ratio (FAR). N/A

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

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

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

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

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

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

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)

Meyer & Claudia Pinchassow
688 NW 100th Lane, Coral Springs, FL 33071
954.461.0335 / 904.444.8414
Meyer@XpGroup.Net / Claudia@XpGroup.Net

Legal Description for 3417 FL-66, Sebring, FL 33875

The West Half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 25, Township 35 South, Range 28 East, Highlands County, Florida, LESS the North 50 feet for Right of Way.

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

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

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

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

Meyer Pinchassow
Print Name of Owner

Signature of Owner

688 NW 100th Lane
Address: Number and Street (P.O. Box)

Coral Springs, FL 33071
City and State (Zip Code)

STATE OF FLORIDA
~~HIGHLANDS~~ Broward COUNTY

The foregoing instrument was acknowledged before me this 11th day of August 2022 by Meyer Pinchassow who is personally known by me or who has produced FL Drivers License, as identification and who did take an oath:

LAUREN CHRISTOV
Notary Public - State of Florida
Commission # HH 20042
My Comm. Expires Jul 19, 2024
Bonded through National Notary Assn.

Signature

Lauren Christov
Print Name

Notary Public, State of Florida

My Commission Expires: 7/19/2024

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

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

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

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

Claudia Pinchassow — Print Name of Owner

Signature of Owner

688 NW 100th Lane — Address: Number and Street (P.O. Box)

Coral Springs, FL 33071 — City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 11th day of August 2022 by Claudia Pinchassow who is personally known by me or who has produced FL Drivers License, as identification and who did take an oath:

LAUREN CHRISTOV
Notary Public - State of Florida
Commission # HH 20042
My Comm. Expires Jul 19, 2024
Bonded through National Notary Assn.

Lauren Christov
Signature

Lauren Christov
Print Name

Notary Public, State of Florida

My Commission Expires: 7/19/2024

ORDINANCE NO. 22-23-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-25-35-28-A00-0020-0000; 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# C-25-35-28-A00-0020-0000 (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 October 11, 2022, to review the small-scale amendment to the Property, identified by CPA-22-608SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-22-608SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-22-608SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-22-608SS, is consistent with the goals, objectives, and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-22-608SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-22-608SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-22-608SS is not located within an area of critical state concern; and

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

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

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

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-25-35-28-A00-0020-0000 and more particularly described as:

> The West Half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 25, Township 35 South, Range 28 East, Highlands County, Florida, LESS the North 50 feet for Right of Way.

is hereby changed from "Existing Designation Category" to "Agriculture".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Agriculture.

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

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-22-608SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 15th day of November 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
_____, Chairperson

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2112, changing the Official Zoning Atlas for an approximate 13.12-acre parcel, 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 an approximate 13.12-acre parcel, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD).

The parcel is vacant of structures and consists of grassland (golf course), several perimeter shade trees, and two water features with additional trees and vegetation. The Applicant is proposing to utilize the property for 160 units of residential (senior housing) development.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2112 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 22-23-22, P&Z 2112, changing the Official Zoning Atlas for approximately 13.12 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.

Attachments: P&Z 2112 Staff Report for BCC NSLP, Senior Housing.pdf
P&Z 2112 Application - NSLP, Senior Housing.pdf
P&Z 2112 Resolution - NSLP, Senior Housing.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 11/15/2022
Case Number: P&Z 2112	**Case Name:** New Spring Lake Partners, LLC Senior Living Facility
Agent: Helmut Wyzisk, III ("H3")	**Property Owners:** New Spring Lake Partners, LLC
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Rezone an approximate 13.12-acre parcel, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD)

General Location: An approximate 13.12-acre parcel located in the Country Club Villas I of Spring Lake subdivision, on the south side of Duane Palmer Boulevard, approximately 0.06 miles north of US 98, and 5.9 miles east of US 27; the address being 624 Duane Palmer Boulevard, Sebring, Florida

PARCEL ID: C-16-35-30-010-00A0-000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Resolution, P&Z 2112, changing the Official Zoning Atlas for approximately 13.12 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 P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2112, changing the Official Zoning Atlas for approximately 13.12 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 October 11, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2112 – NEW SPRING LAKE PARTNERS, LLC, C/O HELMUT WYZISK, III ("H3")** An approximate 13.12-acre parcel located in the Country Club Villas I of Spring Lake subdivision, on the south side of Duane Palmer Boulevard, approximately 0.06 miles north of US 98, and 5.9 miles east of US 27; the address being 624 Duane Palmer Boulevard, Sebring; and abbreviated legal description as follows: An approximate

13.12-acre parcel located in Sections 15 and 16, Township 35 South, Range 30 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). Mr. Roberts read the request and Ms. Barry and Mr. Wyzisk Jr. ("H2") presented the request. There were no letters received in favor or objection of the request; one member from the audience, the President of the abutting Homeowners' Association, spoke with concerns about drainage issues related to altering the existing ponds on the subject property.

Motion by Mr. Boring and seconded by Mr. Ingler to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2112, changing the Official Zoning Atlas for approximately 13.12 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 recommended conditions of approval as listed in the adopting Resolution and the Staff Report.

Upon roll call, all members voted yes. **Motion carried 6-0."**

4. Conditions of approval included in the adopting resolution 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 of Ordinances, Highlands County, Florida;

2. The property shall be used for an Assisted Living Facility and Independent Living housing units;

3. There shall be a maximum of 160 units;

4. The conceptual site 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 an approximate 13.12-acre parcel, from AU to R-3 PD.

The parcel is vacant of structures and consists of grassland (golf course), several perimeter shade trees, and two water features with additional trees and vegetation. The Applicant is proposing to utilize the property for 160 units of residential (senior housing) development.

2. Notices to Surrounding Property Owners.

On September 21, 2022, notices were mailed to 175 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	Mixed Use (MU)	AU
Adjacent Property to the North	Residential	MU	Residential District (R-1)/ Multiple-Family Dwelling including Motel and Hotel District (R-3)
Adjacent Property to the South	Vacant	MU	R-3
Adjacent Property to the East	Residential	MU	R-3/R3 PD
Adjacent Property to the West	Country Club Villas	MU	R-3 with a Flexible Unit Development (R-3 FUD)

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.12, Mixed-Use (MU).

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 commercial development review process and additional requirements may be identified at that time.

Natural Resources: No comment concerning property owner requests. However, the [South Florida Water Management District] should be involved with the water issues on this property since they are breaking up one pond and eliminating the second one.

Florida Department of Health: No objection. The applicant should confirm requirements for ALF's with the appropriate licensing agencies before proceeding (ACHA and DCF).

Sebring Airport Authority: The Applicant must obtain a determination of no hazard from the FAA prior to beginning construction.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection, Highlands County Building Department, and Highlands County Emergency Management.

3. **The following Departments, Divisions, and Agencies did not respond:** Spring Lake Improvement District, Florida Department of Transportation, 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 approximate elevation of 40 feet.
   2. **Soils:** The soil underlying the site is *EauGallie Fine Sand* (poorly drained) with the water table approximately 6 to18 inches; and *Arents, Organic Substratum* (somewhat poorly drained) with a water table approximately 24 to 36 inches. Both soils are nearly level to moderately sloping, with a slope of 0% to 2%. Limitations for urban uses can be overcome with proper drainage.
   3. **Surface Waters:** The subject parcel is bounded on the south by a canal and has two large water features. The larger water feature has a visible inlet into the canal.
   4. **Vegetative Cover:** The site has been mostly cleared of native vegetation. Palm trees exist along the eastern boundary and shade trees along parts of the western boundary fronting Duane Palmer Blvd. Additional trees and vegetation exist around the water features.

   B. Zoning Analysis:
   1. **Current Use of Land:** The current use of the land is vacant (golf course).
   2. **Vested Rights:** The property is covered by Binding Letter of Vested Rights, 778-015, for vesting against requiring a Development of

Regional Impact. The addition of units will require commercial development review.

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 parcel would currently carry a potential population yield of 4 persons; 13.12 ÷ 5 acres = 2.62 dwelling units; 2 dwelling units x 2.25 persons = 4.6 persons.
6. **Proposed Zoning Population Yield:** The proposed zoning will allow a maximum of 160 units and would carry a potential population yield of 160 persons; 1 unit per person x 160 units = 160 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for 160 units of residential senior housing (90 assisted living and 70 independent living).

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains two golf course ponds, which are indicated to contain Wetland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development. Environmental Clearance can be obtained through the South Florida Water Management District permit required 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 is in an area of reduced flood risk due to levee, flood zone designation of X, located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0262C**, 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 located in an area the prohibits landfills and within the Horizontal and Conical Surfaces Areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances and should be developed consistent with the regulations of this Chapter. The proposed 2-story 70-unit building will be for assisted living, which may create some noise complaints. It is recommended that a comment be placed in the record in the event of future noise issues.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the Spring Lake Improvement District.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the Spring Lake Improvement District.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access to Duane palmer Boulevard and will require transportation concurrency review at the time of development.
5. **Railroad Access:** There is no rail access adjacent to this property.
6. **Recreation:** The proposed development will require the need for recreation, and the proposed site plan indicates 2.36 acres of parks and 3,280 linear feet of trails.
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: Although the project will include 160 units of residential development, these units are slated for senior living (assisted and independent living) and will not generate student impacts to the school district; school concurrency **is not** required.

G. Airports: The subject property is located approximately 16.5 miles southeast of the Avon Park Executive Airport and approximately 2 miles southeast 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. However, Environmental Clearance will be required at the time of development.

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 2112, changing the Official Zoning Atlas for approximately 13.12 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 of Ordinances, Highlands County, Florida.**

2. **The property shall be used for an Assisted Living Facility and Independent Living housing units;**

3. **There shall be a maximum of 160 units;**

4. **The conceptual site 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: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Proposed Site Plan

Exhibit 1:

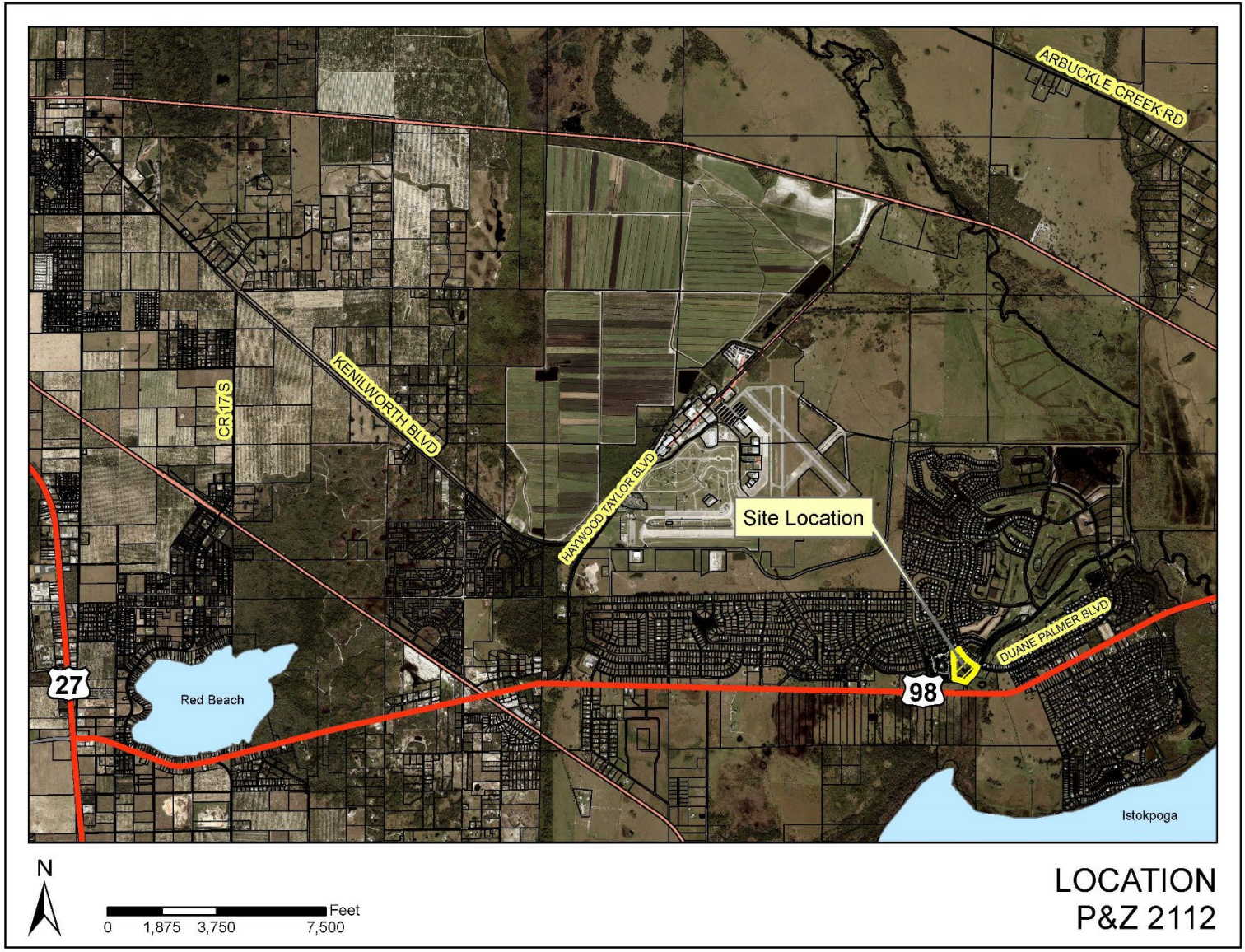

ARBUCKLE CREEK RD
KENILWORTH BLVD
CR 17 S
HAYWOOD TAYLOR BLVD
Site Location
DUANE PALMER BLVD
27
98
Red Beach
Istokpoga
N
Feet
0
1,875
3,750
7,500
LOCATION
P&Z 2112

Exhibit 2:


DUANE PALMER BLVD
Site Location
98
N
0
125
250
500
Feet
AERIAL
P&Z 2112

Exhibit 3:

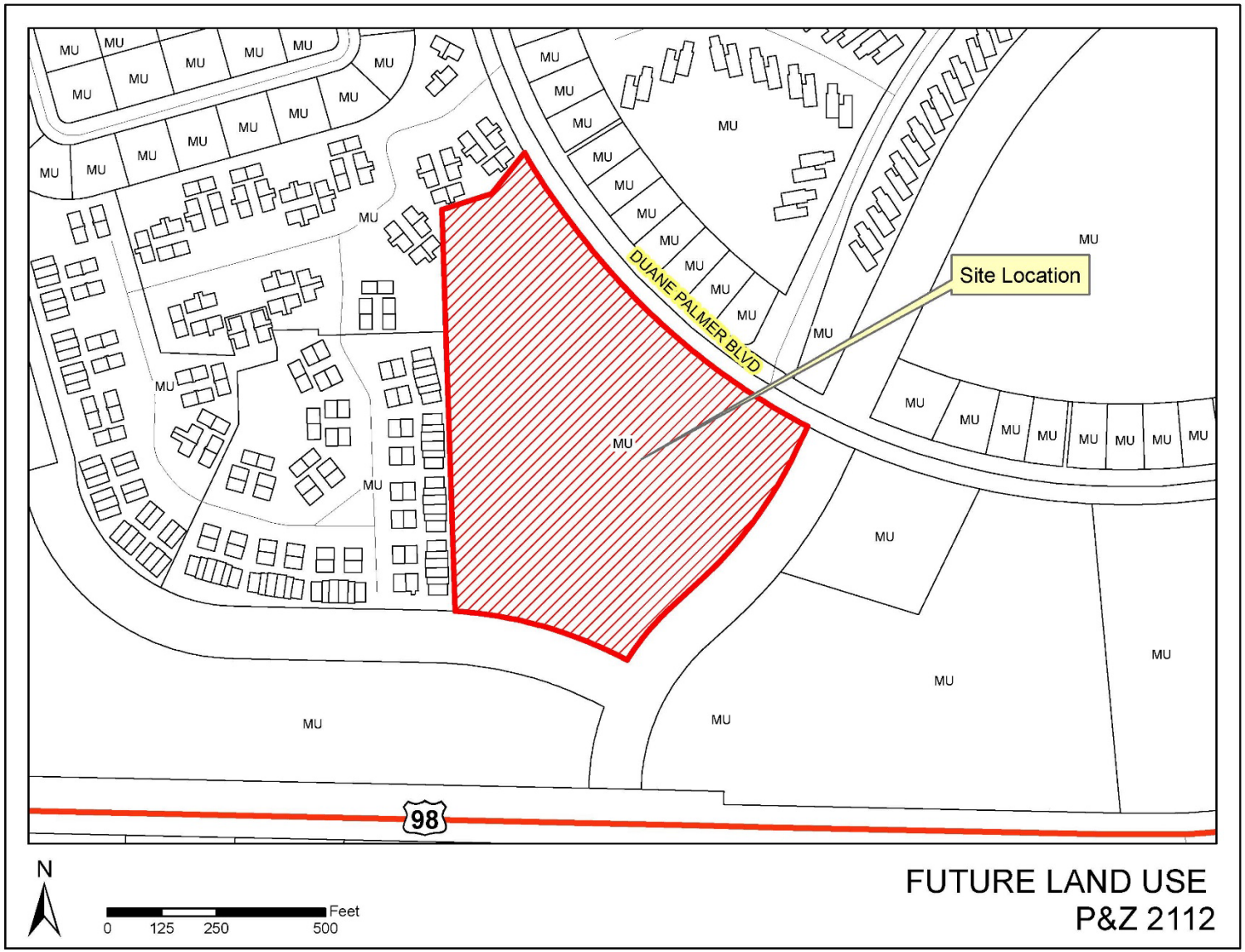

MU
DUANE PALMER BLVD
Site Location
98
N
Feet
0
125
250
500
FUTURE LAND USE
P&Z 2112

Exhibit 4:

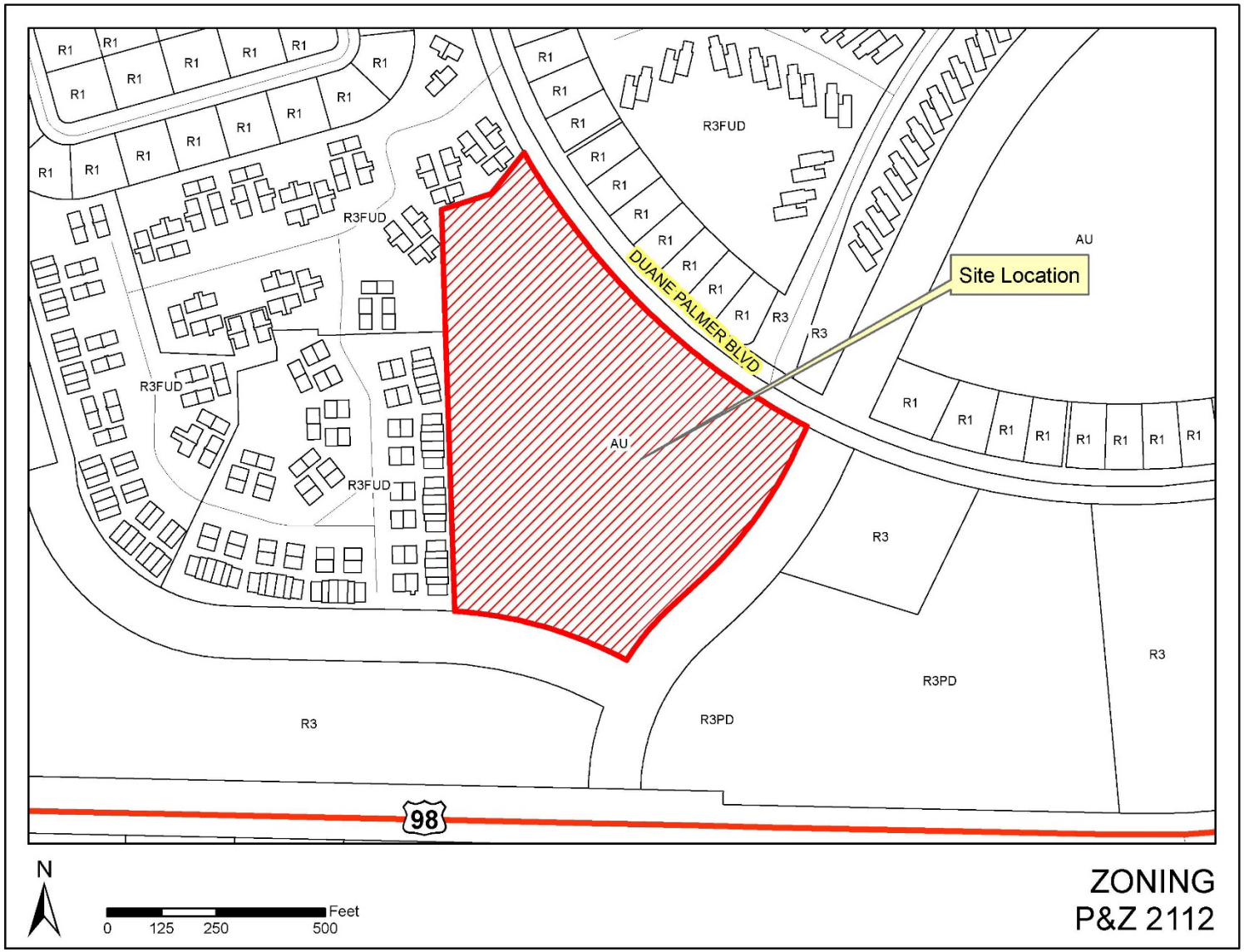

R1
R3FUD
AU
Site Location
DUANE PALMER BLVD
R3
R3PD
98
N
Feet
0
125
250
500
ZONING
P&Z 2112

Exhibit 5:

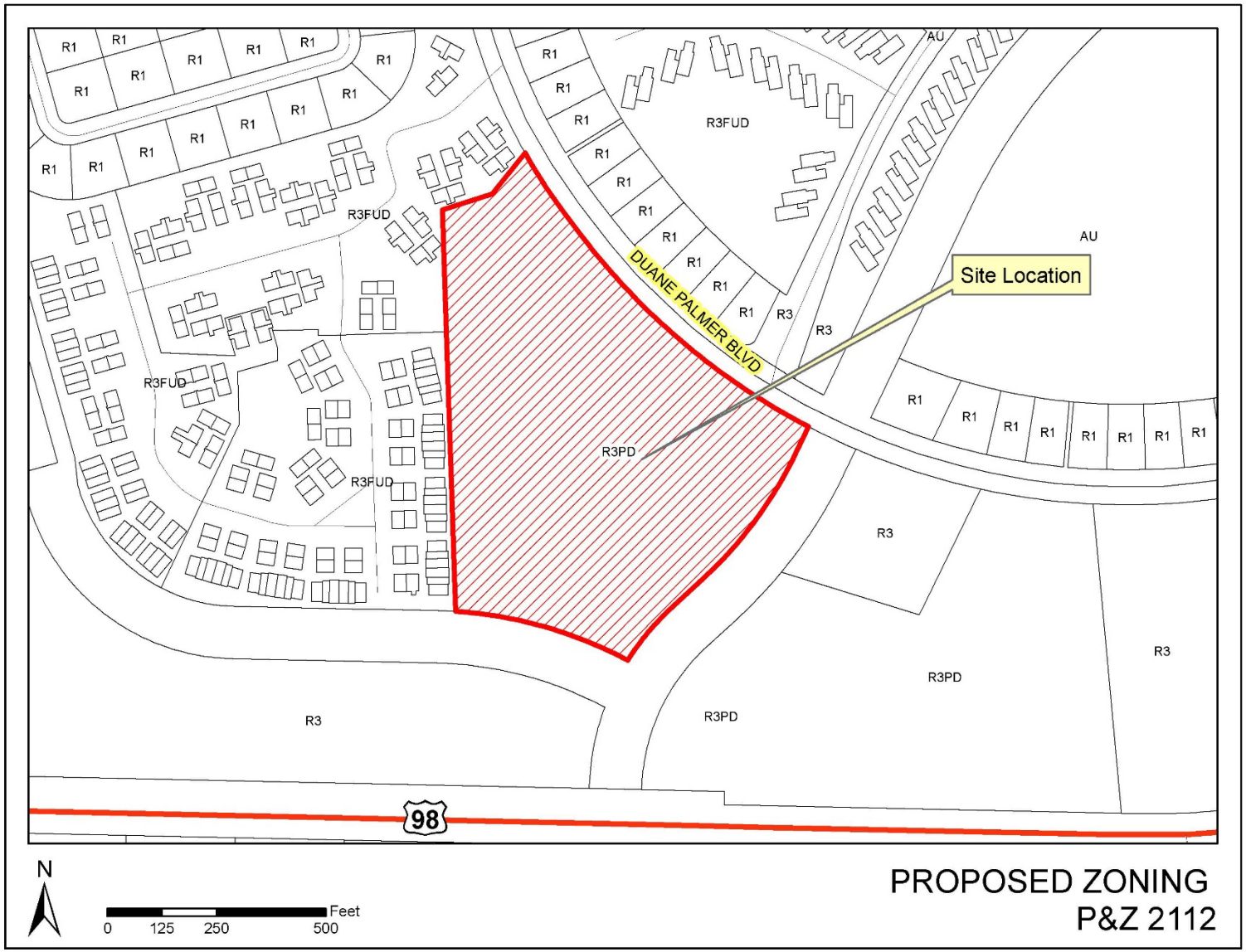

R1
R3FUD
AU
R3
R3PD
DUANE PALMER BLVD
Site Location
98
N
Feet
0
125
250
500
PROPOSED ZONING
P&Z 2112

Exhibit 6:

DESCRIPTION:

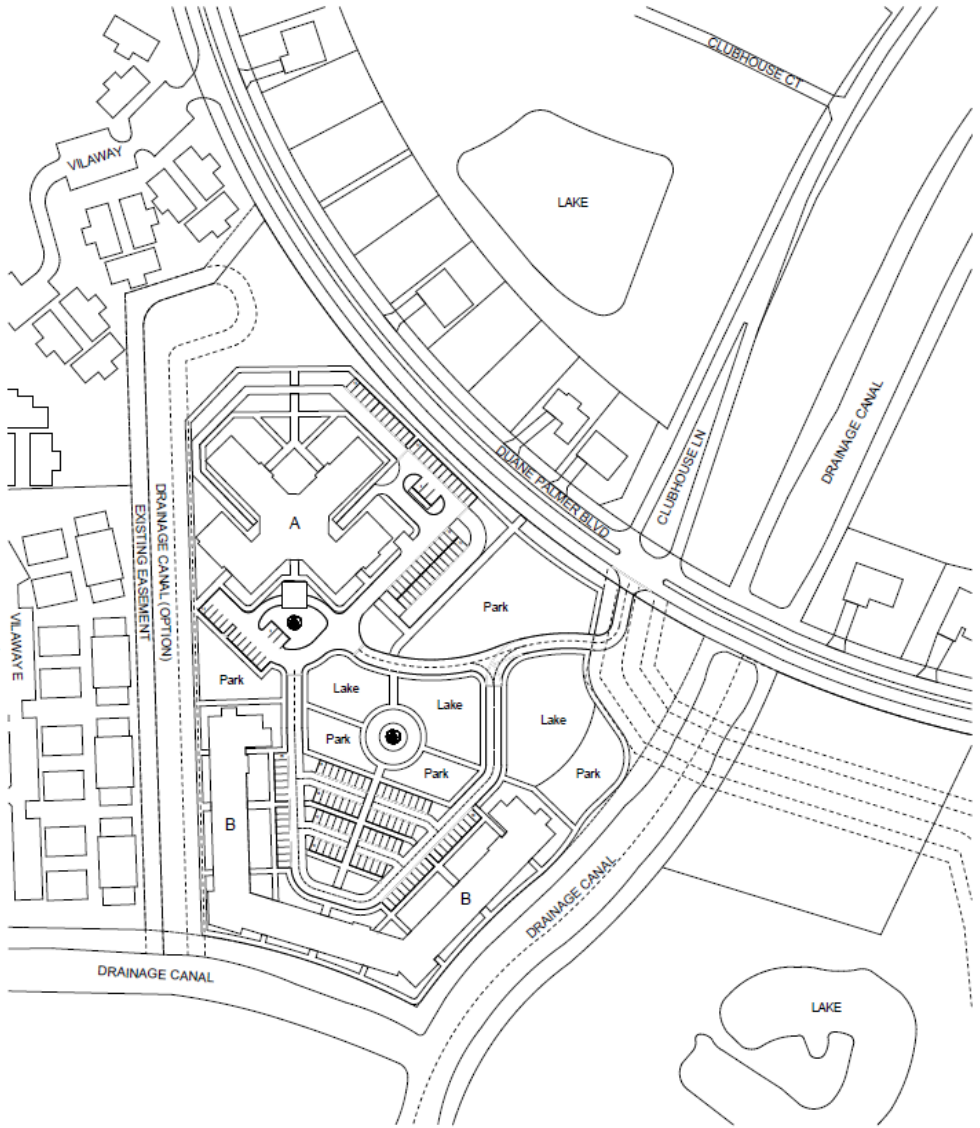
ZONING - R3 - PD

BUILDING A
ASSISTED LIVING = 2 FLOOR
ASSISTED LIVING = 90 BEDS
SQUARE FOOTAGE = 33,280 SQ FT / PER FLOOR

BUILDING B
INDEPENDENT LIVING = 1 FLOOR
INDEPENDENT LIVING = 70 UNITS
SQUARE FOOTAGE = 47,900 SQ FT

TOTAL PARKING = 142
TOTAL AREA = 571,289 SQ FT (13.1150 ACRES)
TOTAL PARK AREA = 102,900 SQ FT (2.362 ACRES)

LENGTH OF THE TRAIL (HEALTH TRAIL) = 2,560 LF
LENGTH OF TOTAL TRAIL SYSTEM = 3,280 LF
LENGTH OF THE ROAD SYSTEM = 8,280 LF
CANAL EASEMENT = 91,000 SQ FT (2.089 ACRES)



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

Job Title
SENIOR CAMPUS
PRELIMINARY SITE PLAN
Version 2.3

Location
Sebring, Florida

Client:

Designed by:
Architect V.Kormilets

Issue date:
August 2022

Scale:

Project No. | Drawing No. | Revision

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 #: 22080012

P&Z Hearing Number: 2112 **Date of Application:** 8/17/2022
Amount of Fee: $ 1,950.00 **Receipt No.:** 400000000234 **Tax Map No.:** 155-B
Hearing Dates: LP: _____ **P&Z:** 10/11/2022 **BCC:** 11/16/2022

****

This application has been reviewed for completeness and determined sufficient:

_____ 8/22/2022
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: New Spring Lake Partners, LLC
   Mailing Address: 100 Clubhouse Lane, Sebring, FL 33876
   Telephone No.: 863-655-5555 **E-Mail Address:** h3@signatureh.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: _____
   Mailing Address: _____
   Telephone No.: _____ **E-Mail Address:** _____

NOTARIZED AUTHORIZATION:

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

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

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-16-35-30-010-00A0-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 624 DUANE PALMER BLVD SEBRING, FL 33876

****

SECTION III: INFORMATION ABOUT EXISTING USES:

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

7. **Existing Property Information:** Size of Property (width) Varies feet, (depth) Varies feet, street frontage Varies feet, water frontage Varies feet, **Total acres** _____
   If different from the total acreage, the upland, or developable portion is 13.11 +/- acres.

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

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

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

10. **Vesting:** Is the property vested for specific property rights? ■Yes ☐No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: 778-015

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	Single Family Homes	MU	R1/R3
South	Vacant Family Homes	MU	R3
East	Large Vacant Parcels	MU	R3/R3 PD
West	Multi Family Homes	MU	R3FUD

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Development of Senior Housing

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
    160 Units (90 Assisted Living & 70 Independent Living)

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 TBD divided by Parcel size 571,488 sf = FAR TBD %

****

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

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

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

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

a. The facility has the designed capacity for pumping and treating 999,999 gpcd.
b. The facility has a permitted capacity for 999,999 gpcd.
c. The facility has an average demand or committed capacity for 215,000 gpcd.
d. The facility has an excess capacity of 785,000 gpcd.
e. This proposed development will require approximately 14,880 gpcd.

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the Spring Lake Improvement District system.

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

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

a. The facility has the designed capacity for pumping and treating 80,000 gpcd.
b. The facility has a permitted capacity for 80,000 gpcd.
c. The facility has an average demand or committed capacity for 30,000 gpcd.
d. The facility has an excess capacity of 50,000 gpcd.
e. This proposed development will require approximately 14,880 gpcd.

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

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

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

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

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

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

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

20. **Solid Waste Disposal:** The proposed development will be served by the Highlands County 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: Multiple Water/Pond areas, parks, and a trail (named "Healthy Trail") that thoughtfully winds through the 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

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation) For "Senior Housing" Application

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

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

Please initial the appropriate line:

No contact is required. HW

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: Jill Gentile

Print Name: Steve Marchmy

New Spring Lake Partners, LLC
a Florida LLC corporation.
By: _____
Print Name: Helmut Wyzisk III
Title: Manager

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 17th day of August, 2022 by Helmut Wyzisk who is personally known by me [ ] or who has produced FL Driver License as identification and who did take an oath:

Signature

Rodolfo Cuahutle Alvarado
Print Name

RODOLFO CUAHUTLE ALVARADO
Notary Public - State of Florida
Commission # GG 940386
My Comm. Expires Dec 16, 2023

Notary Public, State of Florida
My Commission Expires: Dec 16, 2023

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

August 16, 2022

Helmut Wyzisk Jr.
1420 Celebration Blvd. Suite 200
Celebration, FL. 34747

Email: h2@signatureh.com

RE: WATER/SEWER SERVICE- UTILITIES SERVICE FOR:
Senior Campus Development
624 Duane Palmer Blvd. (C-16-35-30-010-00A0-0000)
Sebring, Fl. 33876



Dear Mr. Wyzisk Jr.,

We are in receipt of your conceptual site plan for the "Senior Campus" development for the purpose of making application for rezoning **C-16-35-30-010-00A0-0000** from AU to R3-PD. This parcel is within the Spring Lake Improvement District's Legislative Charter Serviced Area for drainage, potable water, and sewer service.

The district's water treatment plant is permitted at 999,999 gallons per day and currently averages 215,000 gallons per day. The district's wastewater treatment plant is permitted at 80,000 gallons per day and currently averages 30,000 gallons per day. The district facilities currently have capacity to serve this development. We will be the provider of these services.

We look forward to serving you.

Sincerely

Clay Shrum
Spring Lake Improvement District
Director of Operations

August 15, 2022

New Spring Lake Partners, LLC
Helmut Wyzisk
100 Clubhouse Lane
Sebring, FL 33876
(863) 655 5555
owner@siresort.com

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

Letter of Intent: Sebring International Golf Resort (Spring Lake)

To Whom It May Concern:

The development plan consists of a senior housing facility with 160 total units, split between two buildings with specific uses. Building A is a 2-story assisted living facility with 90 beds. This is designed for residents that need help with daily care, but not as much as a nursing home provides. Building B is a single-story independent living facility with 70 units. This is designed exclusively for older adults as a safe living environment, with minimal assistance.

Sebring (and specifically Spring Lake) has one of the highest average aged households per capita in the United States. As these individuals reach their later years in life, they begin to seek specialized senior housing, which often forces them to find these facilities far outside of their existing community and even outside of Highlands County. The addition of this development will facilitate this demand, which is both pent up and rapidly growing, while also molding Spring Lake into a true "Age-in-place" community. This means a resident can continue residing in the place they call home, with their friends and social community, throughout their full life.

The proposed development is located on the South side of the Spring Lake community. The subject property was formerly a portion of the original golf course at Sebring International Golf Resort. This portion of the golf course has been closed for 20+ years. The subject property is located adjacent to existing multifamily housing to the West and planned multifamily housing to the East. North of the property resides existing single-family housing, and to the South exists an undeveloped multifamily parcel. The property also has visibility to US 98.

This development plan also provides nearly ½ mile of walking trails, 3 tranquility ponds, and 5 pocket parks.

Since acquiring this property in 2019, we have continuously heard requests from current residents for more senior housing. We believe this will be a welcomed addition to the Spring Lake community. If you have any questions about this project, you can contact Helmut Wyzisk III at Signature H Property Group.

Sincerely,
Helmut Wyzisk III
New Spring Lake Partners, LLC

RESOLUTION NO. 22-23-22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-16-35-30-010-00A0-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-16-35-30-010-00A0-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering diversified housing objectives; and

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

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

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

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

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

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

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

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

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-16-35-30-010-00A0-0000 and more particularly described as:

> Tract "A" and Tract "B" of Country Club Villas I, of Spring Lake, according to the plat thereof recorded in Plat Book 15, Page 74, of the Public Records of Highlands County, Florida

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 that the zoning for the Property is Multiple Family Dwelling Planned Development District (R-3 PD).

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 Code of Ordinances, Highlands County, Florida ("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, Section 12.05.213 of the Code.
2. The Property shall be used for an Assisted Living Facility with independent living housing units.
3. There shall be a maximum of 160 housing units.
4. The approved site plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **"Exhibit A"**. The Property shall be subject to the 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 2112, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 9. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 15th day of November 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
_____, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

DESCRIPTION:

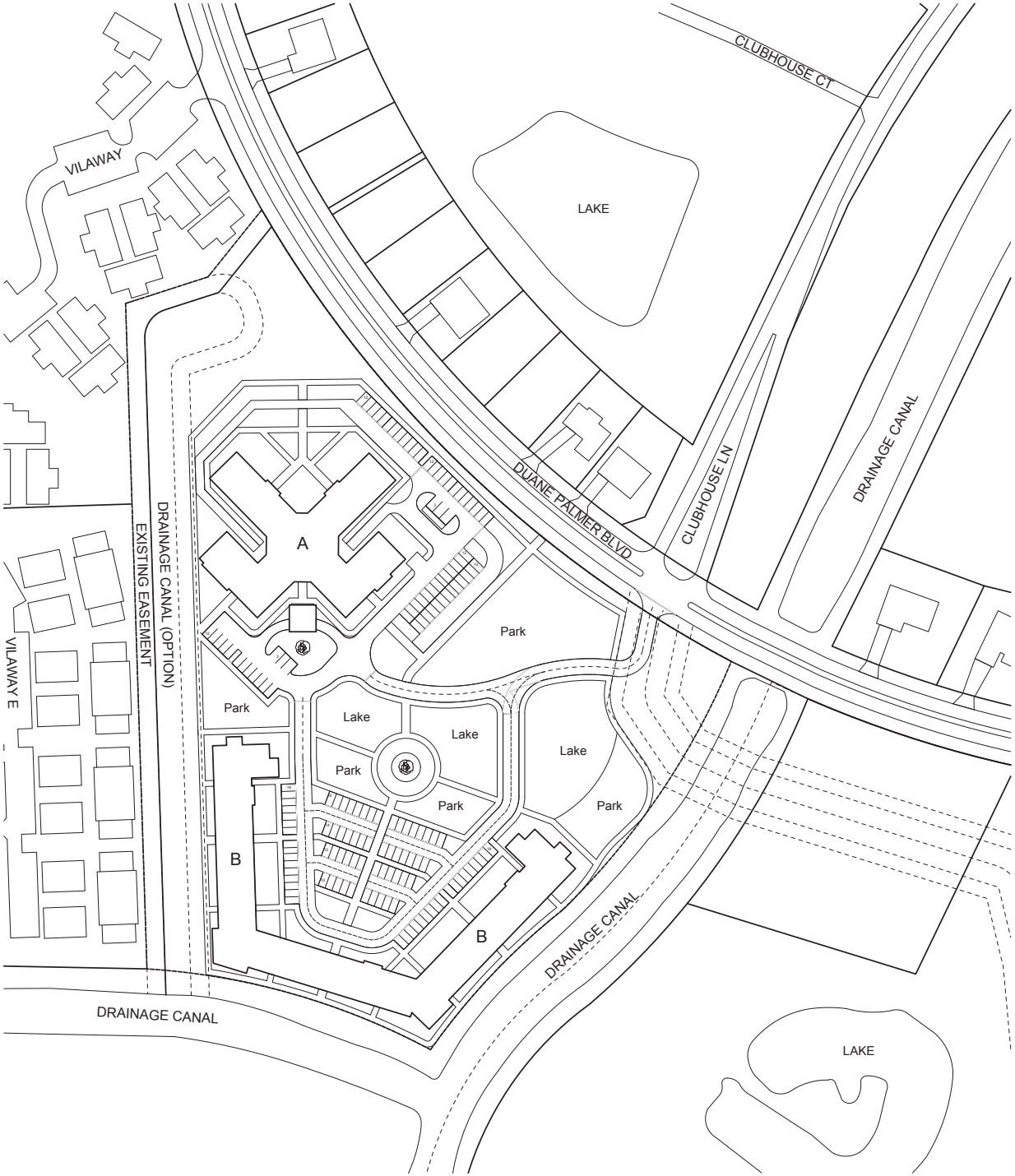
ZONING - R3 - PD

BUILDING A
ASSISTED LIVING = 2 FLOOR
ASSISTED LIVING = 90 BEDS
SQUARE FOOTAGE = 33,280 SQ FT / PER FLOOR

BUILDING B
INDEPENDENT LIVING = 1 FLOOR
INDEPENDENT LIVING = 70 UNITS
SQUARE FOOTAGE = 47,900 SQ FT

TOTAL PARKING = 142
TOTAL AREA = 571,289 SQ FT (13.1150 ACRES)
TOTAL PARK AREA = 102,900 SQ FT (2.362 ACRES)

LENGTH OF THE TRAIL (HEALTH TRAIL) = 2,560 LF
LENGTH OF TOTAL TRAIL SYSTEM = 3,280 LF
LENGTH OF THE ROAD SYSTEM = 8,280 LF
CANAL EASEMENT = 91,000 SQ FT (2.089 ACRES)



Signature PROPERTY GROUP
1420 Celebration Blvd. Suite 200
Celebration, FL 34747

Job Title
SENIOR CAMPUS
PRELIMINARY SITE PLAN
Version 2.3

Location
Sebring, Florida

Client:

Designed by:
Architect V.Kormilets

Issue date:
August 2022

Scale:

Projekt No. Drawing No. Revision

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2113, changing the Official Zoning Atlas for an approximate 28.48-acre portion of a 49.88-acre parcel, 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 an approximate 28.48-acre portion of a 49.88-acre parcel, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD).

The parcel is developed as a golf course and contains some trees, natural ground cover, and a pond. There are no structures located on this site. The Applicant is proposing a mixed-unit type residential development with 124 total units.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2113 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 22-23-23, P&Z 2113, changing the Official Zoning Atlas for an approximate 28.48 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: P&Z 2113 Staff Report for BCC NSLP, The Farm.pdf
P&Z 2113 Application - NSLP, The Farm.pdf
P&Z 2113 Resolution - NSLP, The Farm.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 11/15/2022
Case Number: P&Z 2113	**Case Name:** New Spring Lake Partners, LLC The Farm
Agent: Helmut Wyzisk, III ("H3")	**Property Owners:** New Spring Lake Partners, LLC
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Rezone an approximate 28.48-acre portion of a 49.88-acre parcel, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD)

General Location: An approximate 28.48-acre portion of a 49.88-acre parcel, located in the Fairway Lakes subdivision (in the Spring Lake community), on the south side of Duane Palmer Boulevard, approximately 1.27 miles north of US 98, and 6.28 miles east of US 27; the address being 1705 Duane Palmer Boulevard, Sebring, Florida

PARCEL ID: C-15-35-30-071-00A0-0501

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Resolution, P&Z 2113, changing the Official Zoning Atlas for an approximate 28.48 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 P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2113, changing the Official Zoning Atlas for an approximate 28.48 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 October 11, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2113 – NEW SPRING LAKE PARTNERS, LLC, C/O HELMUT WYZISK, III ("H3")** An approximate 28.48-acre portion of a 49.88-acre parcel located in the Fairway Lakes subdivision (in the Spring Lake community), on the south side of Duane Palmer Boulevard, approximately 1.27 miles north of US 98, and 6.28 miles east of US 27; the address being 1705 Duane Palmer Boulevard, Sebring; and abbreviated legal description

as follows: An approximate 49.88-acre parcel located in Sections 9 and 10, Township 35 South, Range 30 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). Mr. Roberts read the request and Ms. Barry and Mr. Wyzisk Jr. ("H2") presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Ingler and seconded by Mr. Boring to recommend to the Board of County Commissioners to adopt by Resolution, P&Z 2113, changing the Official Zoning Atlas for an approximate 28.48 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 recommended conditions of approval as listed in the adopting Resolution and the Staff Report.

Upon roll call, all members voted yes. **Motion carried 6-0."**

4. Conditions of approval included in the adopting resolution 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 of Ordinances, Highlands County, Florida.

2. The property shall be used for residential use, both owner-occupied and leased for long and/or short terms, and community gardening and micro-farming (not to include farm animals);

3. There shall be a maximum of 124 dwelling units, consisting of a mixture of townhomes, single-family homes, estates, and cottages, as depicted on the site plan;

4. The minimum lot width for single-family homes, estates, and cottages shall be 30 feet;

5. The minimum lot width for townhomes shall be 16 feet with proper fire separation as required under Section 704.4 Standard Building Code;

6. The minimum lot area shall be 2,000 square feet, except townhome units, which shall have a minimum lot area of 960 square feet;

7. The residential units shall have a minimum floor area of 750 square feet and a maximum floor area of 4,000 square feet;

8. The maximum lot coverage by all buildings shall be 65 percent;

9. The minimum setbacks for the residential buildings shall be 20 feet on the front and rear, and 5 feet on the sides. There shall be a minimum of 10 feet

between buildings;

10. The corner setback shall be 15 feet from the side street or edge of pavement; and

11. The conceptual site 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 an approximate 28.48-acre parcel, from AU to R-3 PD.

The parcel is developed as a golf course and contains some trees, natural ground cover, and a pond. There are no structures located on this site. The Applicant is proposing a mixed-unit type residential development with 124 total units.

2. Notices to Surrounding Property Owners.

On September 21, 2022, notices were mailed to 85 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Golf Course	Mixed Use (MU)	AU
Adjacent Property to the North	Single-Family Residence (SFR) and Vacant	MU	Residential District (R-1)
Adjacent Property to the South	SFR and Vacant	MU	R-1
Adjacent Property to the East	Golf Course	MU	AU
Adjacent Property to the West	SFR	MU	R-1

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy: Policy Policy 1.2.D.12, Mixed Use (MU).

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 including platting and additional requirements may be identified at that time.

Natural Resources: No comment concerning property owner requests. However, the [South Florida Water Management] review may be required due to the proposed changes to the on-site pond.

Florida Department of Health: No objection.

Sebring Airport Authority: The Applicant must obtain a determination of no hazard from the FAA prior to beginning construction.

2. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection, Highlands County Building Department, and Highlands County Emergency Management.

3. The following Departments, Divisions, and Agencies did not respond: Spring Lake Improvement District, Florida Department of Transportation, 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 approximate elevation of 40 feet.
2. **Soils:** The soil underlying the site is *Arents, Organic Substratum.* Depth to the water table is 24 to 36 inches. This soil is nearly level to slightly sloping, and somewhat poorly drained.

3. **Surface Waters:** The subject parcel contains an on-site pond and is surrounded on three sides by wet drainage canals and ponds serving the surrounding developments.
4. **Vegetative Cover:** The site contains some trees and natural ground cover.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is a golf course.
2. **Vested Rights:** The property is covered by Binding Letter of Vested Rights, 778-015, for vesting against requiring a Development of Regional Impact. The addition of units will require commercial development review.
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 parcel would currently carry a potential population yield of 11 persons; 28.00 ÷ 5 acres = 5.60 dwelling units; 5 dwelling units x 2.25 persons = 11.25 persons.
6. **Proposed Zoning Population Yield:** The proposed zoning will allow 124 residential units and would carry a potential population yield of 279 persons; 124 units x 2.25 persons = 279 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing a mixed-unit type residential development of 124 units on 28.48 acres (4.35 units/acre).

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Wetland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property is in an area of reduced flood risk due to levee, flood zone designation of X, located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0254C**, 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 located in an area that prohibits landfills and within the Horizontal and Conical Surfaces Areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances and should be developed consistent with the regulations of this Chapter. The proposed 2-story 70-unit building will be for assisted living, which may create some noise complaints. It is recommended that a comment be placed in the record in the event of future noise issues.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the Spring Lake Improvement District.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the Spring Lake Improvement District.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Duane Palmer Boulevard and will require transportation concurrency review at the time of development.
5. **Railroad Access:** There is no railroad access adjacent to this parcel.
6. **Recreation:** The Applicant is proposing a 124-unit residential development that will include 348,260 square feet (7.99 acres) of park area, trails, and a community farm.
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 Applicant is proposing a 124-unit residential development. School concurrency **is** required at the time of development.

G. Airports: The subject property is located approximately 15.5 miles southeast of the Avon Park Executive Airport and approximately 0.60 miles southeast 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. However, Environmental Clearance will be required during the platting process.

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 2113, changing the Official Zoning Atlas for an approximate 28.48 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 of Ordinances, Highlands County, Florida.**

2. **The property shall be used for residential use, both owner-occupied and leased for long and/or short terms, and community gardening and micro-farming (not to include farm animals);**

3. **There shall be a maximum of 124 dwelling units, consisting of a mixture of townhomes, single-family homes, estates, and cottages, as depicted on the site plan;**

4. **The minimum lot width for single-family homes, estates, and cottages shall be 30 feet;**

5. **The minimum lot width for townhomes shall be 16 feet with proper fire separation as required under Section 704.4 Standard Building Code;**

6. **The minimum lot area shall be 2,000 square feet, except townhome units, which shall have a minimum lot area of 960 square feet;**

7. **The residential units shall have a minimum floor area of 750 square feet and a maximum floor area of 4,000 square feet;**

8. **The maximum lot coverage by all buildings shall be 65 percent;**

9. The minimum setbacks for the residential buildings shall be 20 feet on the front and rear, and 5 feet on the sides. There shall be a minimum of 10 feet between buildings;

10. The corner setback shall be 15 feet from the side street or edge of pavement; and

11. **The conceptual site 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: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Conceptual Site Plan

Exhibit 1:

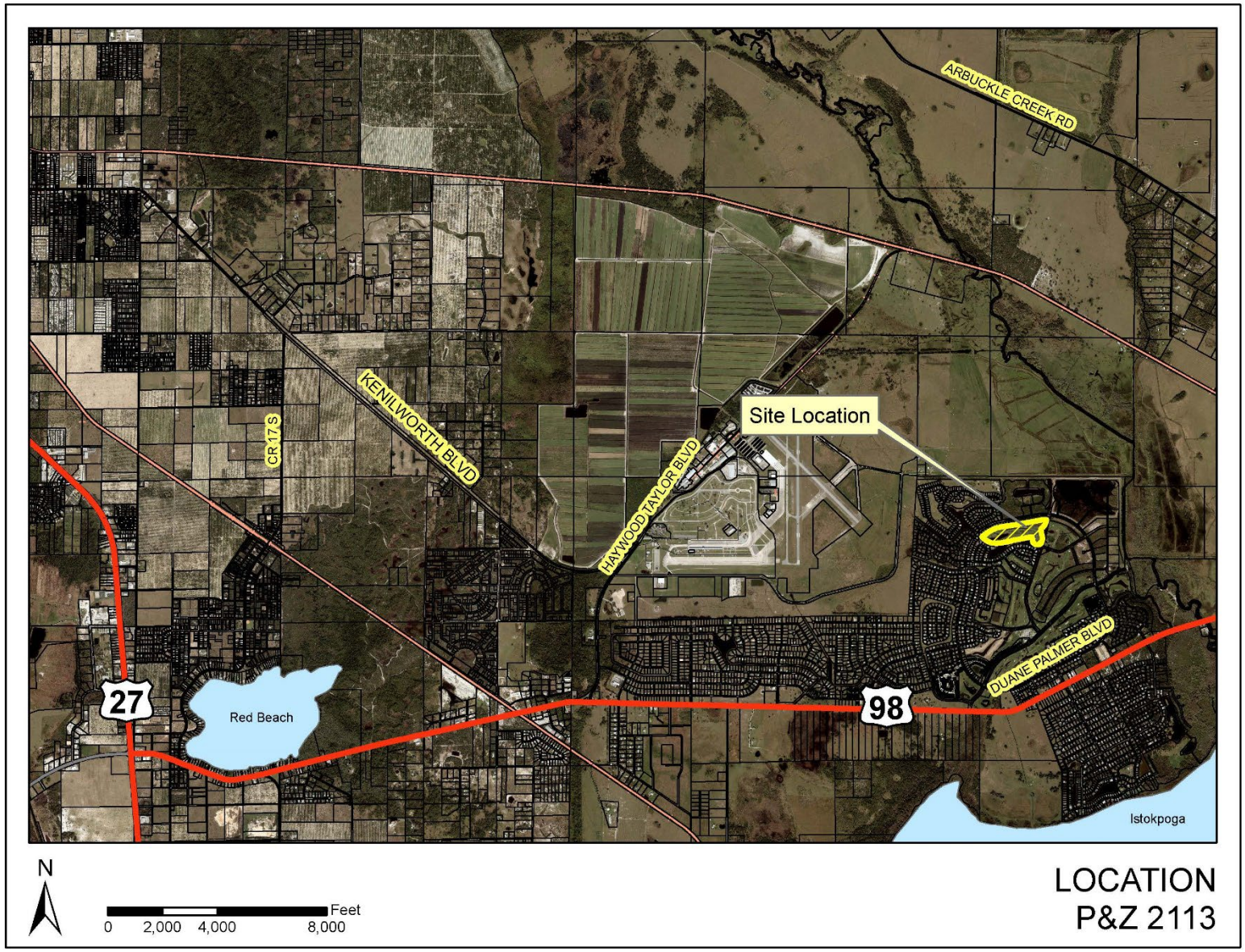

ARBUCKLE CREEK RD
KENILWORTH BLVD
CR 17 S
HAYWOOD TAYLOR BLVD
Site Location
DUANE PALMER BLVD
27
98
Red Beach
Istokpoga
N
Feet
0
2,000
4,000
8,000
LOCATION
P&Z 2113

Exhibit 2:

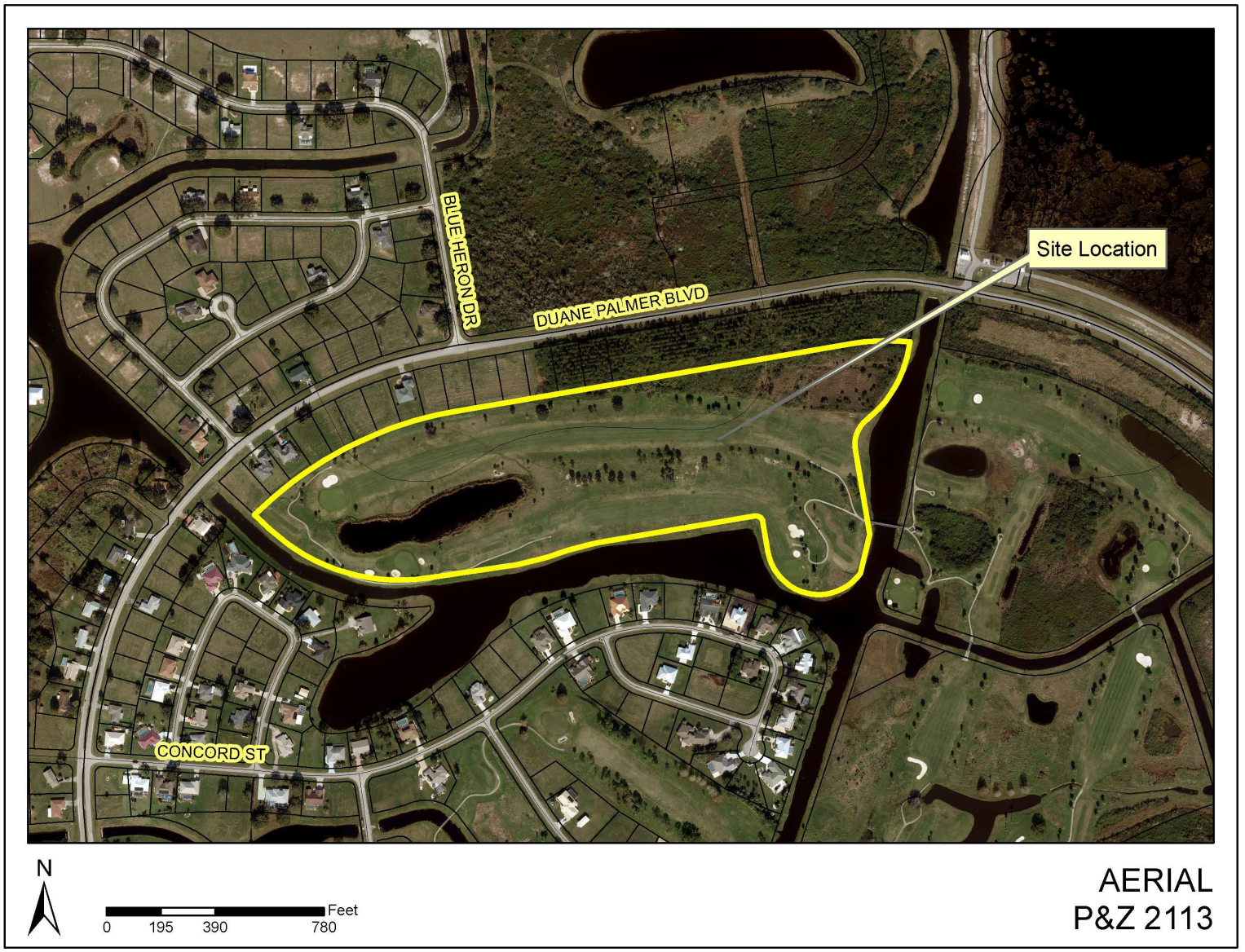

BLUE HERON DR
DUANE PALMER BLVD
Site Location
CONCORD ST
N
0
195
390
780
Feet
AERIAL
P&Z 2113

Exhibit 3:

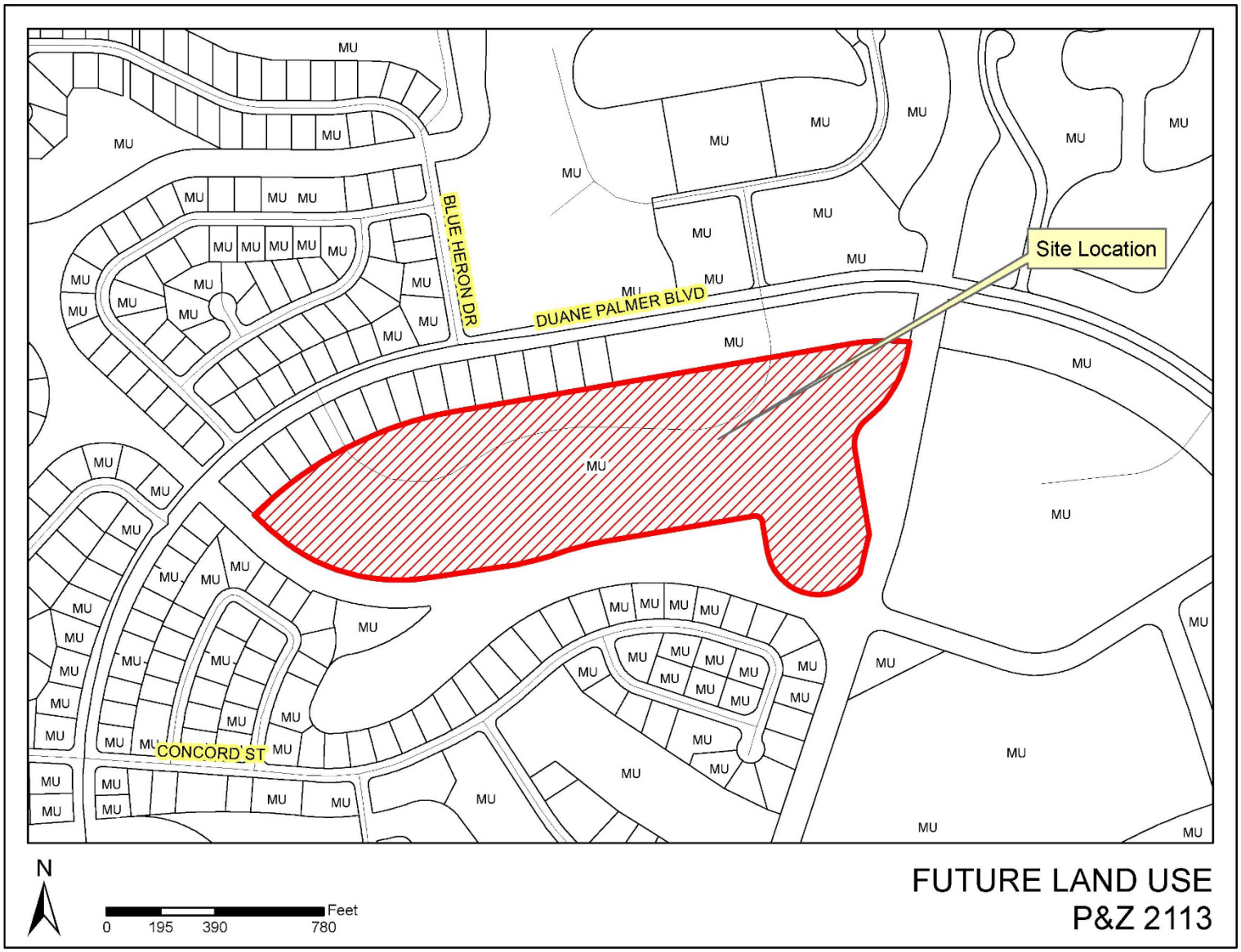

MU
BLUE HERON DR
DUANE PALMER BLVD
Site Location
CONCORD ST
N
Feet
0
195
390
780
FUTURE LAND USE
P&Z 2113

Exhibit 4:

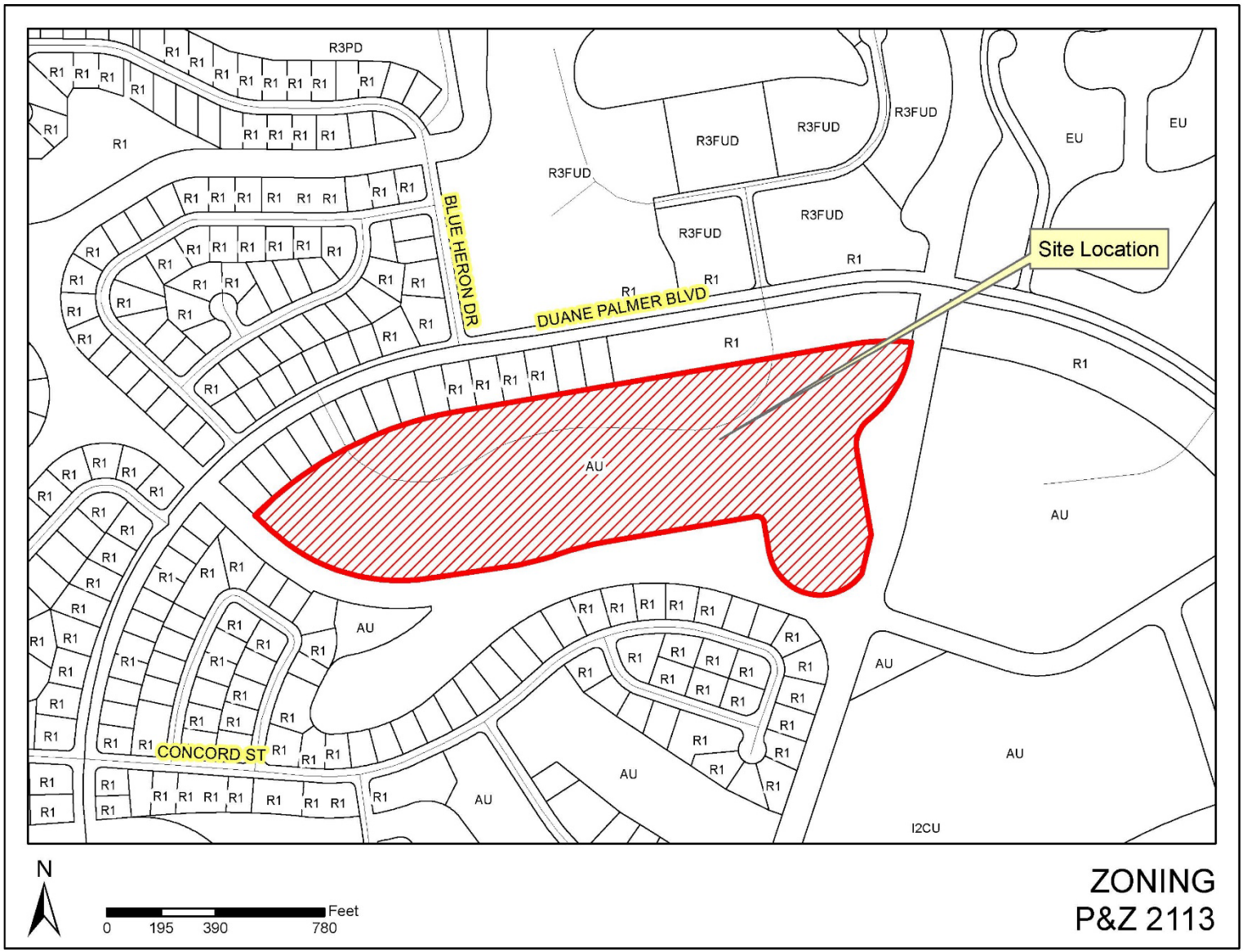

R3PD
R1
R3FUD
EU
BLUE HERON DR
DUANE PALMER BLVD
Site Location
AU
CONCORD ST
I2CU
N
0
195
390
780
Feet
ZONING
P&Z 2113

Exhibit 5:

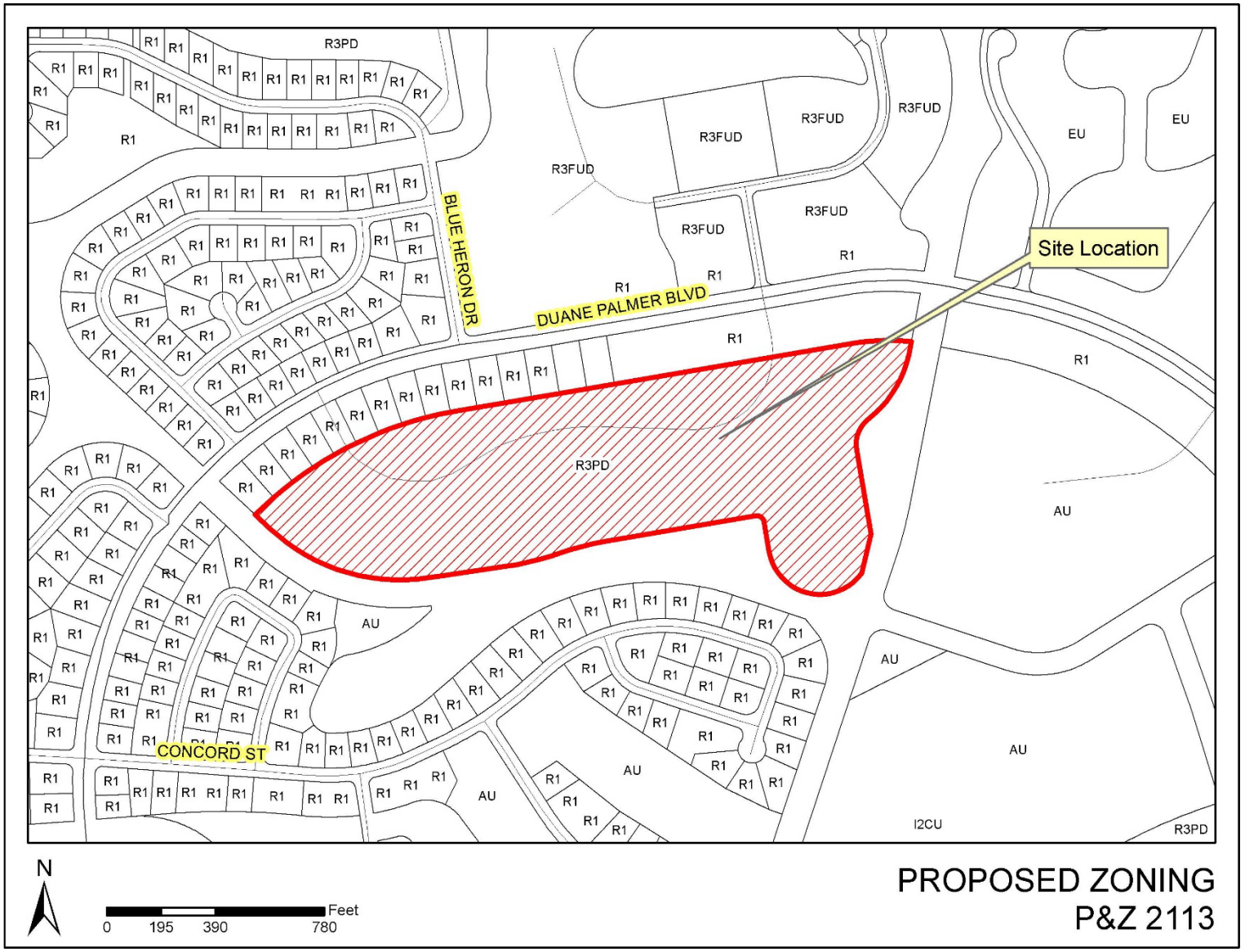

R3PD
R1
R3FUD
EU
AU
I2CU
BLUE HERON DR
DUANE PALMER BLVD
CONCORD ST
Site Location
N
Feet
0
195
390
780
PROPOSED ZONING
P&Z 2113

Exhibit 6:



DESCRIPTION:

ZONING - R3-PD

TOTAL LOTS - 124
TOWNHOMES - 48
FARM HOMES - 39
FARM ESTATES - 22
COTTAGE HOMES- 15

TOTAL ACREAGE - 28 ACRES
TOTAL AREA - 1,219,680 SF
PARK AREA - 348,260 SF
TOTAL LOTS AREA - 531,435 SF
COMMUNITY FARM AREA - 59,000 SF
MICRO FARM AREA - 10,000 SF

ROAD SYSTEM - PAVED - 8,568 LF
ROAD SYSTEM - PAVED - 214,730 SF
TRAILS - 12,715 LF
GUEST PARKING - 52

LEGEND:

HOUSE ON THE LOT
ROAD
PARKING
PARKING
PARKING - GRASS PAVER SYSTEM
MICRO FARM
COMMUNITY FARM
TRAIL
PARK
WATER

LOT	Area sq ft Typical	Area sq ft Minimum
TOWNHOMES		
1	1,750	1,400
2	1,400	1,400
3	1,400	1,400
4	1,750	1,400
5	1,750	1,400
6	1,400	1,400
7	1,400	1,400
8	1,750	1,400
9	1,750	1,400
10	1,400	1,400
11	1,400	1,400
12	1,750	1,400
13	1,750	1,400
14	1,400	1,400
15	1,400	1,400
16	1,750	1,400
17	1,750	1,400
18	1,400	1,400
19	1,400	1,400
20	1,750	1,400
21	1,750	1,400
22	1,400	1,400
23	1,400	1,400
24	1,750	1,400
25	1,750	1,400
26	1,400	1,400
27	1,400	1,400
28	1,750	1,400
29	1,750	1,400
30	1,400	1,400
31	1,400	1,400
32	1,750	1,400
33	1,750	1,400
34	1,400	1,400
35	1,400	1,400
36	1,750	1,400
37	1,750	1,400
38	1,400	1,400
39	1,400	1,400
40	1,750	1,400
41	1,750	1,400
42	1,400	1,400
43	1,400	1,400
44	1,750	1,400
45	1,750	1,400
46	1,400	1,400
47	1,400	1,400
48	1,750	1,400
Total	73,500	

LOT	Area sq ft Typical	Area sq ft Minimum
FARM HOMES		
49	3,200	3,000
50	3,200	3,000
51	3,200	3,000
52	3,200	3,000
53	3,200	3,000
54	3,200	3,000
55	3,200	3,000
56	3,200	3,000
57	3,200	3,000
58	3,200	3,000
59	3,200	3,000
60	3,200	3,000
61	3,200	3,000
62	3,200	3,000
63	3,200	3,000
64	3,200	3,000
65	3,200	3,000
66	3,200	3,000
67	3,200	3,000
68	3,200	3,000
69	3,200	3,000
70	3,200	3,000
71	3,200	3,000
72	3,200	3,000
73	3,200	3,000
74	3,200	3,000
75	3,200	3,000
76	3,200	3,000
77	3,100	3,000
78	3,200	3,000
80	3,200	3,000
81	3,200	3,000
82	3,200	3,000
83	3,200	3,000
84	3,200	3,000
85	3,200	3,000
86	3,200	3,000
87	3,200	3,000
Total	124,600	

LOT	Area sq ft Typical	Area sq ft Minimum
FARM ESTATES		
88	9,500	8,000
89	11,600	8,000
90	11,150	8,000
91	8,590	8,000
92	12,300	8,000
93	12,300	8,000
94	12,300	8,000
95	12,300	8,000
96	12,300	8,000
97	13,230	8,000
98	11,930	8,000
99	13,140	8,000
100	12,300	8,000
101	12,300	8,000
102	12,300	8,000
103	12,300	8,000
104	12,300	8,000
105	17,350	8,000
106	12,300	8,000
107	12,300	8,000
108	12,300	8,000
109	12,300	8,000
Total	261,113	

COTTAGE HOMES		
110	4,575	4,500
111	4,575	4,500
112	4,575	4,500
113	4,575	4,500
114	4,575	4,500
115	4,575	4,500
116	4,575	4,500
117	4,575	4,500
118	4,575	4,500
119	4,575	4,500
120	4,575	4,500
121	4,575	4,500
122	4,575	4,500
123	4,575	4,500
124	4,575	4,500
Total	70,125	
Total lots	531,435	

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

Job Title
The Farm
PRELIMINARY SITE PLAN
Version 1.4.2

Location
Sebring, Florida

Client:

Designed by
Architect V.Kornilets

Issue date:
August 2022

Scale:
Scale 1" - 52.8'

Projekt No. Drawing No. Revision

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 # 22080011

P&Z Hearing Number: 2113 **Date of Application:** 8/17/2022
Amount of Fee: $ 1,950.00 **Receipt No.:** 400000000233 **Tax Map No.:** 154-D
Hearing Dates: LP: _____ **P&Z:** 10/11/2022 **BCC:** 11/15/2022

****

This application has been reviewed for completeness and determined sufficient:

_____ 8/22/2022
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: New Spring Lake Partners, LLC
   Mailing Address: 100 Clubhouse Lane, Sebring, FL 33876
   Telephone No.: 863-655-5555 **E-Mail Address:** h3@signatureh.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: _____
   Mailing Address: _____
   Telephone No.: _____ **E-Mail Address:** _____

NOTARIZED AUTHORIZATION:

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

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

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-15-35-30-071-00A0-0501 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 1705 DUANE PALMER BLVD SEBRING, FL 33876

****

SECTION III: INFORMATION ABOUT EXISTING USES:

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

7. **Existing Property Information:** Size of Property (width) Varies feet, (depth) Varies feet, street frontage Varies feet, water frontage Varies feet, **Total acres** _____
   If different from the total acreage, the upland, or developable portion is 28.48 +/- acres.

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

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

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

10. **Vesting:** Is the property vested for specific property rights? ■Yes ☐No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: 778-015

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	Single Family Homes	MU	R1
South	Single Family Homes / Vacant	MU	R1/AU
East	Large Vacant Parcels	MU	EU/R1/R3 PD
West	Single Family Homes	MU	R1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Development of Single and Multifamily Housing

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

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 TBD divided by Parcel size 1,250,430 sf = FAR TBD %

****

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

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

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

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

a. The facility has the designed capacity for pumping and treating 999,999 gpcd.
b. The facility has a permitted capacity for 999,999 gpcd.
c. The facility has an average demand or committed capacity for 215,000 gpcd.
d. The facility has an excess capacity of 785,000 gpcd.
e. This proposed development will require approximately 14,880 gpcd.

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the Spring Lake Improvement District system.

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

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

a. The facility has the designed capacity for pumping and treating 80,000 gpcd.
b. The facility has a permitted capacity for 80,000 gpcd.
c. The facility has an average demand or committed capacity for 30,000 gpcd.
d. The facility has an excess capacity of 50,000 gpcd.
e. This proposed development will require approximately 14,880 gpcd.

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

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

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

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

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

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

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

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

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

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: The development includes multiple parks as well as a trail system and a flagship community farm.

    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

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation) For "The Farm" Application

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

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

Please initial the appropriate line:

No contact is required. HW

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

_____
Print Name: Jill Gentile

_____
Print Name: Steve Marchiony

New Spring Lake Partners LLC
a Florida LLC corporation.
By: _____
Print Name: Helmut Wyzisk III
Title: Manager

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 17th day of August, 2022 by Helmut Wyzisk who is personally known by me [ ] or who has produced FL Driver License, as identification and who did take an oath:

_____
Signature

Rodolfo Cuahutle Alvarado
Print Name

RODOLFO CUAHUTLE ALVARADO
Notary Public - State of Florida
Commission # GG 940386
My Comm. Expires Dec 16, 2023

Notary Public, State of Florida
My Commission Expires: Dec 16, 2023

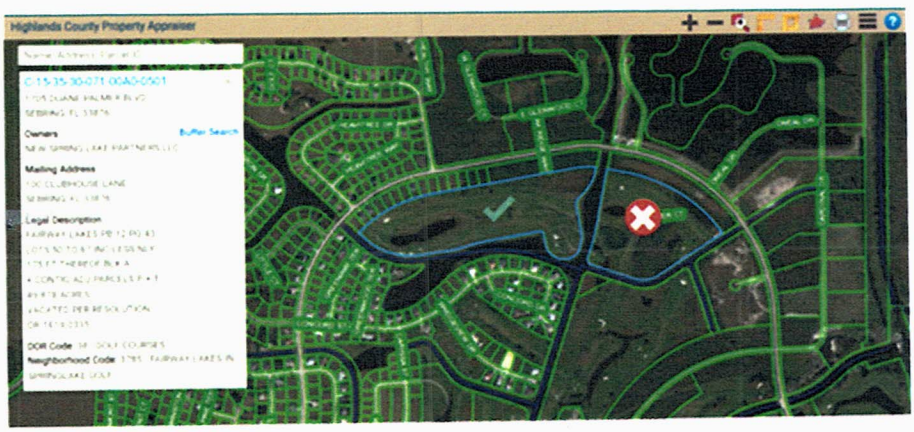
SpringLake IMPROVEMENT DISTRICT
115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

August 16, 2022

Helmut Wyzisk Jr.
1420 Celebration Blvd. Suite 200
Celebration, FL. 34747

Email: h2@signatureh.com

RE: WATER/SEWER SERVICE- UTILITIES SERVICE FOR:
The Farm Development
1705 Duane Palmer Blvd. (C-15-35-30-071-00A0-0501)
Sebring, Fl. 33876



Dear Mr. Wyzisk Jr.,

We are in receipt of your conceptual site plan for "The Farm" development for the purpose of making application for rezoning **C-15-35-30-071-00A0-0501** from AU to R3-PD. This parcel is within the Spring Lake Improvement District's Legislative Charter Serviced Area for drainage, potable water, and sewer service.

The district's water treatment plant is permitted at 999,999 gallons per day and currently averages 215,000 gallons per day. The district's wastewater treatment plant is permitted at 80,000 gallons per day and currently averages 30,000 gallons per day. The district facilities currently have capacity to serve this development. We will be the provider of these services.

We look forward to serving you.

Sincerely

Clay Shrum
Spring Lake Improvement District
Director of Operations

August 15, 2022

New Spring Lake Partners, LLC
Helmut Wyzisk
100 Clubhouse Lane
Sebring, FL 33876
(863) 655 5555
owner@siresort.com

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

Letter of Intent: Sebring International Golf Resort (Spring Lake)

To Whom It May Concern:

The development plan consists of 124 residential lots, with a mix of single family and multifamily homes. The development is designed as a farm community with a combination of a community farm, micro farm, parks, ponds, walking trails and waterfront views. It also provides a variety of different housing options such as farm estates, farm homes, cottage homes, and townhomes.

Highlands County has its roots in the agricultural business, and this community is designed to pay homage to those roots. With nearly 2 acres of farmland, the community will grow a variety of vegetables, fruits and herbs. The concept is characterized by its relationship to a life of wellness, sustainable agriculture for nourishment and community involvement. It will attract a new segment of potential homebuyers by broadening its current offering of golf to include the opportunity to live in an eco-conscious sustainable living environment. Branded as The Farm at SIGR, it will produce quality food for purchase by the community, sold at farmers markets and used at SIGR's restaurants and events.

The proposed development is located on the North side of the Spring Lake community. The subject property was formerly a portion of the golf course at Sebring International Golf Resort. The subject property is surrounded by existing Residential Housing on the North, South and West sides of the property. To the East are vacant parcels zoned EU.

We believe this will be a welcomed addition to the Spring Lake community. If you have any questions about this project, you can contact Helmut Wyzisk III at Signature H Property Group.

Sincerely,
Helmut Wyzisk III
New Spring Lake Partners, LLC

RESOLUTION NO. 22-23-23

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-15-35-30-071-00A0-0501; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-30-071-00A0-0501 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering diversified housing objectives; and

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

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

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

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

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

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

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

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

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-30-071-00A0-0501 and more particularly described as:

> A portion of Block A, of Fairway Lakes, according to the plat thereof recorded in Plat Book 12, Page 43, of the Public Records of Highlands County, Florida, being more particularly described as follows; Commence at the Northwesterly corner of Lot 63, Block A; thence run South 47°02'10" East and along the Southwesterly line of Lot 63 a distance of 175.11 feet for Point of Beginning, said point lying on the arc of a curve concave to the Southeast; thence in a Northeasterly direction and along the arc of said curve to the right (curve having for its elements a radius of 1346.54 feet a central angle of 35°06'53" and a chord bearing of North 62°38'56" East) a distance of 825.25 feet to the Point of Tangency; thence North 80°12'22" East a distance of 1442.13 feet to the Point of Curvature of a curve concave to the South; thence continue in a Northeasterly direction and along the arc of said curve to the right (curve having for its elements radius 723.72 feet and a central angle of 16°14'19") a distance of 205.11 feet; thence South 10°36'24" West a distance of 13.67 feet to the Point of Curvature of a curve concave to the Northwest; thence continue in a Southerly direction and along the arc of said curve to the right (curve having for its elements a radius of 410.00 feet and a central angle of 43°32'41") a distance of 311.60 feet to the Point of Reverse Curvature of a curve concave to the Southeast; thence in a Southerly direction and along the arc of said curve to the left (curve having for its elements a radius 115.00 feet and a central angle of 61°18'16") a distance of 123.05 feet; thence South 09°47'36" East a distance of 306.39 feet; thence South 05°59'49" West a distance of 150.42 feet to a point on the arc of a curve concave to the North; thence in a Southerly, Westerly then Northerly direction and along the arc of said curve to the right (curve having for its elements a radius of 185.00 feet a central angle of 134°09'49" and a tangent bearing of South 36°02'33" West) a distance of 433.20 feet to the Point of Tangency; thence North 09°47'38" West a distance of 108.54 feet to the Point of Curvature of a curve concave to the Southwest; thence in a Northerly then Westerly direction and along the arc of said curve to the left (curve having for its elements a radius of 25.00 feet and a central angle of 90°00'00") a distance of 39.27 feet thence South 80°12'22" West a distance of 547.35 feet to the Point of Curvature of a curve concave to the South; thence in a Southwesterly direction and along the arc of said curve to the left (curve having for its elements a radius of 1052.23 feet and a central angle of 09°33'20") a distance of 175.49 feet to the Point of Reverse Curvature of a curve concave to the North; thence continue in a Westerly direction and along the arc of said curve to the right

(curve having for its elements a radius of 1000.00 feet and a central of 10°55'47") a distance of 190.76 feet; thence South 81°34'49" West a distance of 286.03 feet to the Point of Curvature of a curve concave to the North; thence in a Northwesterly direction and along the arc of said curve to the right (curve having for its elements a radius of 677.52 feet and a central angle of 51°23'00") a distance of 607.61 feet; thence North 47°02'10" West a distance of 74.07 feet to 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 that the zoning for the Property is Multiple Family Dwelling Planned Development District (R-3 PD).

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 Code of Ordinances, Highlands County, Florida ("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, Section 12.05.213 of the Code.
2. The Property shall be used for residential use, community gardening and micro-farming, but shall not include farm animals.
3. There shall be a maximum of 124 dwelling units, consisting of a mixture of townhomes, single-family homes, estates, and cottages, as depicted on the site plan.
4. The minimum lot width for single-family homes, estates, and cottages shall be 30 feet.
5. The minimum lot width for townhomes shall be 16 feet with proper fire separation as required under by the Florida Building Code.
6. The minimum lot area shall be 2,000 square feet, except townhome units, which shall have a minimum lot area of 960 square feet.
7. The residential units shall have a minimum floor area of 750 square feet and a maximum floor area of 4,000 square feet.
8. The maximum lot coverage by all buildings shall be 65 percent.
9. The minimum setbacks for the residential buildings shall be 20 feet on the front and rear, and 5 feet on the sides. There shall be a minimum of 10 feet between buildings.
10. The corner setback shall be 15 feet from the side street or edge of pavement.
11. The approved site plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **"Exhibit A"**. The Property shall be subject to the 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 2113, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 9. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 15th day of November 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
_____, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

"Exhibit A" - PD Conceptual Site Plan



DESCRIPTION:

ZONING - R3-PD

TOTAL LOTS - 124
TOWNHOMES - 48
FARM HOMES - 39
FARM ESTATES - 22
COTTAGE HOMES- 15

TOTAL ACREAGE - 28 ACRES
TOTAL AREA - 1,219,680 SF
PARK AREA - 348,260 SF
TOTAL LOTS AREA - 531,435 SF
COMMUNITY FARM AREA - 59,000 SF
MICRO FARM AREA - 10,000 SF

ROAD SYSTEM - PAVED - 8,568 LF
ROAD SYSTEM - PAVED - 214,730 SF
TRAILS - 12,715 LF
GUEST PARKING - 52

LEGEND:

HOUSE ON THE LOT
ROAD
PARKING
PARKING
PARKING - GRASS PAVER SYSTEM
MICRO FARM
COMMUNITY FARM
TRAIL
PARK
WATER

LOT	Area sq ft Typical	Area sq ft Minimum
TOWNHOMES		
1	1,750	1,400
2	1,400	1,400
3	1,400	1,400
4	1,750	1,400
5	1,750	1,400
6	1,400	1,400
7	1,400	1,400
8	1,750	1,400
9	1,750	1,400
10	1,400	1,400
11	1,400	1,400
12	1,750	1,400
13	1,750	1,400
14	1,400	1,400
15	1,400	1,400
16	1,750	1,400
17	1,750	1,400
18	1,400	1,400
19	1,400	1,400
20	1,750	1,400
21	1,750	1,400
22	1,400	1,400
23	1,400	1,400
24	1,750	1,400
25	1,750	1,400
26	1,400	1,400
27	1,400	1,400
28	1,750	1,400
29	1,750	1,400
30	1,400	1,400
31	1,400	1,400
32	1,750	1,400
33	1,750	1,400
34	1,400	1,400
35	1,400	1,400
36	1,750	1,400
37	1,750	1,400
38	1,400	1,400
39	1,400	1,400
40	1,750	1,400
41	1,750	1,400
42	1,400	1,400
43	1,400	1,400
44	1,750	1,400
45	1,750	1,400
46	1,400	1,400
47	1,400	1,400
48	1,750	1,400
Total	75,600	

LOT	Area sq ft Typical	Area sq ft Minimum
FARM HOMES		
49	3,200	3,000
50	3,200	3,000
51	3,200	3,000
52	3,200	3,000
53	3,200	3,000
54	3,200	3,000
55	3,200	3,000
56	3,200	3,000
57	3,200	3,000
58	3,200	3,000
59	3,200	3,000
60	3,200	3,000
61	3,200	3,000
62	3,200	3,000
63	3,200	3,000
64	3,200	3,000
65	3,200	3,000
66	3,200	3,000
67	3,200	3,000
68	3,100	3,000
69	3,200	3,000
70	3,200	3,000
71	3,200	3,000
72	3,200	3,000
73	3,200	3,000
74	3,200	3,000
75	3,200	3,000
76	3,200	3,000
77	3,100	3,000
78	3,100	3,000
79	3,200	3,000
80	3,200	3,000
81	3,200	3,000
82	3,200	3,000
83	3,200	3,000
84	3,200	3,000
85	3,200	3,000
86	3,200	3,000
87	3,200	3,000
Total	124,600	

LOT	Area sq ft Typical	Area sq ft Minimum
FARM ESTATES		
88	9,500	8,000
89	11,600	8,000
90	11,150	8,000
91	8,560	8,000
92	12,000	8,000
93	12,000	8,000
94	12,000	8,000
95	12,000	8,000
96	12,000	8,000
97	13,230	8,000
98	11,930	8,000
99	15,140	8,000
100	12,000	8,000
101	12,000	8,000
102	12,000	8,000
103	12,000	8,000
104	12,000	8,000
105	12,000	8,000
106	12,000	8,000
107	12,000	8,000
108	12,000	8,000
109	12,000	8,000
Total	261,110	
COTTAGE HOMES		
110	4,675	4,500
111	4,675	4,500
112	4,675	4,500
113	4,675	4,500
114	4,675	4,500
115	4,675	4,500
116	4,675	4,500
117	4,675	4,500
118	4,675	4,500
119	4,675	4,500
120	4,675	4,500
121	4,675	4,500
122	4,675	4,500
123	4,675	4,500
124	4,675	4,500
Total	70,125	
Total lots	531,435	

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

Job Title
The Farm
PRELIMINARY SITE PLAN
Version 1.4.2

Location
Sebring, Florida

Client:

Designed by:
Architect V.Kormilets

Issue date:
August 2022

Scale:
Scale 1" - 52.8'

Projekt No. | Drawing No. | Revision

391

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public Hearing to consider text amendments to Article 5 of the Highlands County Land Development Regulations, pertaining to multiple sections.**

STATEMENT OF ISSUE

On October 18, 2022, the Board of County Commissioners held the first public hearing on the proposed amendments. This is the adoption hearing.

These proposed updates include the following: remove an administrative waiver that allowed a detached garage to be placed across the street from a lakefront home and realigning this use as a special exception in residential districts, changing the process from an administrative approval to a public hearing with requirements of public notice; add an administrative waiver to allow an accessory structure to be taller than the principal structure; add a special exception for chickens in most residential districts; clarify the setback and density requirements in the R-3 zoning district; add a minor modification to the access points of Planned Developments; and update base building line setback requirements.

The Planning and Zoning Commission recommended approval of the text amendments on September 13, 2022, with the following changes: on the proposed special exceptions for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record, replace "lakefront lot" with "legal lot" and delete references to lakefront lots. Staff recommends that the special exceptions for detached garages apply to lakefront lots only for aesthetic purposes and because lakefront lots are typically more narrow than non-lakefront lots.

RECOMMENDED ACTION

Move to approve and adopt Ordinance 22-23-08, proposed text amendments to the Land Development Regulations.

Attachments: LDR Amendments Summary by Section Article 5.pdf
Ordinance Amend Article 5.pdf

Summary of Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances Article 5 – Districts and Supplementary District Regulations

Referenced Sections 2 through 4 correspond to the section in the ordinance

SECTION 2: Division 2 – District Regulations
12.05.200 AU Agricultural District

12.05.200.C.2. Removed “The raising of” and capitalized “hogs” to clarify that the actual hogs or poultry, not just the structure that they are kept in, shall meet certain separation requirements.

12.05.200.F.9. Removed “yard, boat” from boat yard, boat storage, to simplify the sentence.

12.05.200.F.39. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests. This is repeated throughout the zoning districts.

12.05.201 EU Estate District

12.05.201.D.7. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests.

12.05.210 R-1A Residential District

12.05.210.D.1. Removed “central wastewater and water treatment facilities serving more than one development” from the special exceptions that were not allowed.

12.05.210.D.3. Added a special exception for chickens in residential areas. R-1, R-2, and R-3 all follow the special exceptions in this section.

12.05.210.D.4. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests.

12.05.213 R-3 Multiple-Family Dwelling including Motel and Hotel District.

12.05.213.F.2. Clarified that the setbacks for single family dwellings are the same as a two-family dwelling.

12.05.213.G.1. Clarified that a single-family dwelling or a duplex is permitted on a legal lot of record and removed density information as this is included in the Comprehensive Plan.

12.05.214 R-3 NC Non-commercial Multiple-Family Dwelling District.

12.05.214.D.7. Added a special exception for chickens in residential areas.

12.05.214.D.8. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests.

12.05.220 M-1 Mobile Home Subdivisions District.

12.05.220.D.3. Added a special exception for chickens in residential areas.

12.05.220.D.4. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests.

12.05.221 M-1-S Mobile Home and Residential Subdivisions District.

12.05.220.D.1. Deleted this paragraph to allow the same special exceptions as R-1, including guesthouses.

12.05.222 M-2 Mobile Home Parks District.

12.05.222.P.6. Deleted “and” for grammatical purposes.

12.05.223 RV Park (FUD).

12.05.223.Y. Deleted duplicate paragraph of Section 12.05.223.E.5.

12.05.224 CG-1 Campground District.

12.05.224.J. Deleted paragraph due to the County not having occupational licenses and occupational licenses being prohibited by the Florida Legislature.

12.05.226 CG-3 Campground District.

12.05.226.D. Replaced “and firmly attached to a travel trailer, park model or recreation unit and to the ground so as” with “designed and installed” to clarify that these additions must be designed and installed to withstand winds as required by the Florida Building Code but may not have to be attached.

12.05.242 B-3 Business District.

12.05.242.B.13. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.14. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.15. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.16. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.17. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.18. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.19. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.252 I-2 Industrial District.

12.05.252.B.20. Deleted paragraph to clarify that storage is first permitted in B-3 and if the use is for self-storage, they will need a special exception; however, storage of I-2 uses are covered in other permitted uses of this zoning district.

12.05.280 P Public and Quasi-Public Lands District.

12.05.280.F. Added “not” and deleted “accessory to a permitted use” for living quarters because these uses are allowed by special exception.

12.05.290 PD Planned Development District.

12.05.290.G.1.h. Updated requirements for traffic impact analysis as required by the County Engineer.

12.05.290.G.7.b. Updated minor modifications to allow relocation of access points.

12.05.290.G.8.c. Updated minor modifications to allow relocation of access points when deemed necessary by the County Engineer or other government agency responsible for determining driveway locations and on the same property line and/or roadway.

SECTION 3: Division 3 – Supplementary District Regulations.

12.05.300 Accessory uses and detached accessory structures in residential districts and in the AU district on lots that are one acre or less in size.

12.05.300.A.3. Clarified how we measure height of accessory structures in relation to the principal structure.

12.05.307 Base building lines established.

12.05.307 Updated to allow a reduced base building line when the right-of-way is an alley that is less than 15 feet in width and not used as frontage.

12.05.310 Boats, boathouses, and docks.

12.05.310.M. Removed citation to section of Florida Statutes to avoid citing the incorrect section.

12.05.316 Keeping and maintaining animals including exotic and wild animals.

12.05.316.E. Added this paragraph to clarify that a person is not allowed to keep their pets on vacant property.

12.05.316.F. Replaced “This section” with “Subsections A-D of this Section” to clarify the 12.05.316.E. applies to all.

12.05.317 Unity of title agreement.

12.05.317 Replaced “zoning” with “these” regulations and added “or development” to clarify that a unity of title may be required for development purposes as well as zoning purposes.

12.05.318 Waivers.

12.05.318.A.5. Moved detached garages on vacant lots to special exceptions in residential zoning districts and replaced this section with accessory structures that are taller than a principal structure may apply for an administrative waiver for approval by the Development Services Director.

SECTION 4: Division 4 – Yards.
12.05.401 Encroachments into yards.

12.05.401.M. Adding encroachment allowances for propane tanks.

12.05.401.N. Adding an allowance for the Development Services Director (DSD) to approve a 10% reduction to setback or yard requirements, so that if the required setback is not met by less than 10%, the owner will not have to apply for a variance through the Zoning Board of Adjustment. For example, if the required setback is 7.5 feet, the DSD could approve a setback of 6.75 feet.

12.05.403 Provision of yards for residential uses in nonresidential districts.

12.05.403.A. Simplifying this section.

12.05.403.B. Deleted paragraph to simplify these requirements.

12.05.403.C. Deleted paragraph to simplify these requirements.

12.05.403.D. Renumbered to 12.05.403.B.

ORDINANCE NO. 22-23-08

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, DISTRICT REGULATIONS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Division 2, District regulations, is hereby amended as follows:

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

Section 12.05.200. - AU Agricultural District.

***

C. **Limitations on uses**. The following limitations n uses in this district shall apply:

***

2. ~~The raising of h~~ Hogs or poultry shall not be placed, kept or permitted within 100 feet of any dwelling under separate ownership or within 50 feet of residentially zoned property or within 50 feet of any lot line.

***

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

***

9. Boat ~~yard, boat~~ storage, service, repair or building~~,~~; marine railway marina~~,~~; mooring and operations incidental thereto;

***

39. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint

color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term "lakefront" shall exclude streams, rivers, and manmade ponds and canals.

Section 12.05.201. - EU Estate District.

***

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

***

7. ~~Reserved.~~ Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term "lakefront" shall exclude streams, rivers, and manmade ponds and canals.

***

Section 12.05.210. - R-1A Residential District.

***

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

1. Any special exception in EU district except the keeping or pasturing of livestock or animals ~~the following:~~

~~a. The keeping or pasturing of livestock or animals, and~~

~~b. Central wastewater and water treatment facilities serving more than one development.~~

2. Unattached guesthouse as an accessory to a principal dwelling, provided that the owner shall sign an agreement that such guesthouse will not be used for rental purposes.

3. Raising, keeping, or maintaining up to two (2) caged female chickens (hens) or other domesticated fowl, but not including roosters, so long as the raising, keeping or maintenance does not create a nuisance. The structure housing the animals shall be no less than 25 feet from all property lines, unless a reduced setback is approved at the public hearing and under no circumstance shall such structure be located in any front yard.

4. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term “lakefront” shall exclude streams, rivers, and manmade ponds and canals.

***

Section 12.05.213. - R-3 Multiple-Family Dwelling including Motel and Hotel District.

***

F. **Minimum yard requirements.** The minimum depth of front and rear yards, width of side yards in this district shall be as follows:

***

2. Side: One or Two-family, seven and one-half feet; all other permitted uses, ten feet, plus three feet for each ten feet or major fraction thereof by which height of building exceeds 22 feet.

***

G. **Maximum density and height of structures.**

1. A one or two-family dwelling shall be permitted on a legal lot of record in this zoning district, and any additional units shall be subject to density regulations as set forth in the Highlands County Comprehensive Plan, ~~The maximum density without central potable water and central wastewater is four dwelling units per acre up to nine dwelling units per acre, pursuant to the requirements of F.S. § 381.0065 and approval of the county health department and the maximum density is 12 units per acre with central potable water and central wastewater,~~ except that assisted living facilities shall be allowed with central potable water and central wastewater not to exceed 30 units per acre.

***

Section 12.05.214. - R-3 NC Non-commercial Multiple-Family Dwelling District.

***

D. **R-3 NC special exceptions.** Permissible by the BO after public hearing and subject to appropriate conditions and safeguards are:

***

7. Raising, keeping, or maintaining up to two (2) caged female chickens (hens) or other domesticated fowl, but not including roosters, so long as the raising, keeping or maintenance does not create a nuisance. The structure housing the animals shall be no less than 25 feet from all property lines, unless a reduced setback is approved at the public hearing, and under no circumstance shall such structure be located in any front yard.

8. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately

from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term “lakefront” shall exclude streams, rivers, and manmade ponds and canals.

***

Section 12.05.220. - M-1 Mobile Home Subdivisions District.

***

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

***

3. Raising, keeping, or maintaining up to two (2) caged female chickens (hens) or other domesticated fowl, but not including roosters, so long as the raising, keeping or maintenance does not create a nuisance. The structure to house the animals shall be no less than 25 feet from all property lines, unless a reduced setback is approved at the public hearing, and under no circumstance shall such structure be located in any front yard.
4. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term “lakefront” shall exclude streams, rivers, and manmade ponds and canals.

***

Section 12.05.221. - M-1-S Mobile Home and Residential Subdivisions District.

***

D. **Special exceptions.** Permissible in this district by the BOA after public hearing and subject to appropriate conditions and safeguards are the same as R-1~~:~~

~~1. Same as for R-1, except that a guesthouse shall not be a permitted special exception~~.

***

Section 12.05.222. – M-2 Mobile Home Parks District.

***

P. **Additional requirements.**

***

6. A mobile home park shall have a central wastewater disposal system ~~and~~ approved by the Highlands County Health Department and the Florida Department of Environmental Protection.

***

Section 12.05.223. - RV Park (FUD).

***

~~Y. **Required recreation/disaster shelter building** shall be provided if required by section 12.08.120.~~

Section 12.05.224. - CG-1 Campground District.

***

~~J. **License revocation.** In addition to the penalties imposed pursuant to this Code, violation of this section shall constitute grounds for revocation of the county occupational license for the campground.~~

***

Section 12.05.226. - CG-3 Campground District.

***

D. A screen room, vinyl room, cabana room or rigid awning consisting of no more than 500 square feet, without plumbing, ~~and firmly attached to a travel trailer, park model or recreation unit and to the ground so as~~ designed and installed to withstand winds as required by the Florida Building Code and the requirements of Article 16 (Building Code) will be allowed. If the travel trailer, park model, or recreation unit has an exterior area of more than 800 square feet inclusive of the appurtenances listed in subsections 12.05.226.C and 12.05.226.D. then the campsite must have a minimum area of 2,400 square feet;

***

Section 12.05.242. - B-3 Business District.

***

B. **Permitted principal uses and structures in this district are:**

***

~~13. Central wastewater treatment and water treatment facilities serving a single development.~~

~~14. Community residences for the developmentally disabled (see definition 55A).~~

~~15. Continuing care retirement community (see definition 67A).~~

~~16. Convalescent home (see definition 70).~~

~~17. Extended care facility (see definition 114A).~~

~~18. Intermediate care facility (see definition 157A).~~

~~19. Residential health care facility (see definition 250A).~~

***

Section 12.05.252. - I-2 Industrial District.

***

B. **Permitted principal uses and structures in this district are:**

***

~~20. Storage.~~

***

Section 12.05.280. - P Public and Quasi-Public Lands District.

***

F. **Permitted accessory uses and structures** in this district are uses and structures accessory to the permitted principal use, not including living quarters ~~accessory to a permitted use~~.

***

Section 12.05.290. - PD Planned Development District.

***

G. **PD development plan**. Any petition for planned development district zoning shall be accompanied by a professionally prepared master development plan of the development that will convey the general extent and character of the proposed improvements and which shall comply with one of the three following options:

1. **Information required in a PD development plan**. A PD development plan, drawn to acceptable scale, which shall include:

***

h. Traffic analysis: A traffic impact analysis (TIA) study ~~prepared pursuant to Article 13 of this Code~~ as required by the County Engineer.

***

7. Amendments to approved planned development plan: Whenever any application is made to substantially modify the approved PD plan or to undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the PD district. Major amendments to an existing planned development must be approved by the BCC. An individual or cumulative increase in density or intensity of less than one percent does not require an amendment. Minor amendments to an existing planned development may be approved by the development services director. Minor changes include the following:

***

b. Internal realignment of rights-of-way, other than a relocation of access points to the PD itself, except as provided for in this Section, where there is no net reduction of the size of conservation/preservation areas or required easements;

c. Relocation of access point(s) when the new location is on the same property line and/or roadway as approved in the original PD, and only if

deemed necessary by the County Engineer or other government agency responsible for determining driveway location(s) or issuing driveway permit(s). A letter from the County Engineer or other government agency indicating the necessity of the relocation shall be provided by the Applicant to the Development Services Director;

~~c~~d. Relocation of building envelopes where there is no encroachment upon required conservation or preservation areas and no reduction in the setbacks between the buildings and perimeter boundary lines;

~~d~~e. Relocation of swimming pools, clubhouses, or other recreation or other common facilities when such relocation will have no net impact on adjacent properties or land uses; and

~~e~~f. Relocation, reduction, or reconfiguration of lakes, ponds, or other water facilities subject to the submittal and approval of revised water management plans.

***

SECTION 3. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3, SUPPLEMENTARY DISTRICT REGULATIONS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Division 3, Supplementary District Regulations, is hereby amended as follows:

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

Section 12.05.300. – Accessory uses and detached accessory structures in residential districts and in the AU district on lots that are one acre or less in size.

A. **All customary accessory uses and detached buildings will be incidental and shall:**

***

3. Accessory structures shall not be taller than the principal structure, unless it is architecturally similar to the principal structure, including similar roof style and material, and shall not exceed twenty-four feet (24 ft.) in height. For the purposes of this section, height shall be measured from the established grade at the center of the front of the building to the peak of the roof.

***

Section 12.05.307. Base building lines established.

Base building lines are hereby established for all districts whereby no building or structure shall be constructed or erected closer than 15 feet from the street or road right-of-way line, unless said right-of-way line is a platted alleyway less than 15 feet in width and is not used for frontage, in which case no structure shall be constructed or erected closer than 7.5 feet from the street or right-of-way line. If a future right-of-way has been established and recorded, the recorded and proposed right-of-way shall be used for establishment of setbacks and base building lines.

Section 12.05.310. - Boats, boathouses, and docks.

***

M. These rules apply to the construction of docks, for which a permit from the Florida Department of Environmental Protection is not required ~~by reason of Section 403.813(2)(b), Florida Statutes~~, which have five hundred (500) square feet or less of over-water surface area and are located in an area designated as Outstanding Florida Waters or one thousand (1,000) square feet or less of over-water surface area and are located in an area which is not designated as Outstanding Florida Waters. No building permit shall be issued for a dock for which a permit or letter of consent from the Florida Department of Environmental Protection is required until that permit or letter of consent has been issued.

Section 12.05.316. - Keeping and maintaining animals including exotic and wild animals.

***

E. ~~Reserved.~~ It shall be unlawful for any person to keep or maintain any household pet(s) on an otherwise vacant property, unless they are the occupant of a dwelling on an abutting or adjoining property.

F. ~~This section~~ Subsections A-D of this Section shall not apply to:

***

Section 12.05.317. - Unity of title agreement.

In order to meet minimum area requirements and in other instances when it is deemed necessary for compliance with ~~zoning~~ these regulations for the owner of adjacent lots or parcels to execute an agreement whereby such lots or parcels shall be considered an undivided parcel for zoning or development purposes, a "unity of title agreement" shall be required to be executed by the owner and recorded in the public records of Highlands County. This agreement shall be considered to be a restriction running with the land and

shall bind the heirs, successors and assigns of the owner, and shall not be dissolved unless done so by the County Administrator or his or her designee.

Section 12.05.318. - Waivers.

***

A. **Purpose and intent**. The intent of this section is to establish a fair procedure by which the development services director may provide relief to owners of land by granting an administrative waiver of certain restrictions of this chapter when doing so does not endanger or cause detriment to the health, safety, or welfare of the adjacent property owners, neighborhood or general public. The development services director may authorize waivers for the following:

***

5. ~~Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a residence located on a lakefront lot of record. For the purposes of this Section, the term "lakefront" shall exclude streams, rivers, and manmade ponds and canals. Said lots shall have the same owner(s), and be located directly across the street from each other, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for the zoning district in which it is located, and shall be constructed and designed architecturally similar to the principal structure, including similar roof style, material, paint color(s), and siding, regardless of whether or not it is taller than the principal structure. Further, the owner shall be required to execute and record an agreement in consideration for the granting of the waiver, which states the owner(s) and any successors in ownership of that vacant lot on which the detached garage is constructed shall not allow the lot to be sold, leased, or conveyed separately from the lakefront property.~~ Placement of an accessory structure taller than the principal structure, without being architecturally similar to the principal structure, and shall not exceed twenty-four feet (24 ft.) in height.

SECTION 4. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4, YARDS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Division 4, Yards, is hereby amended as follows:

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

Section 12.05.401. – Encroachments into yards.

***

M. Propane tanks which are not regulated by State or Federal agencies may be located within any required side or rear yard if completely underground or otherwise may be located no closer than five (5) feet to the side or rear lot line. Propane tanks shall not be located in or encroach into any easement.

N. The Development Services Director may approve a minor reduction to minimum setbacks or yard requirements, not to exceed 10% of the required setback or yard. The request shall be made on a form provided by the County and shall be accompanied by a site plan and boundary survey, if required, showing all existing structures and any proposed structures related to the request. If approved, the approval shall only apply to the specific structure(s) listed on the request form and indicated on the site plan.

Section 12.05.403. Provision of yards for residential uses in nonresidential districts.

Where a lot or a portion of a lot in a nonresidential district is utilized for a permitted residential use, yards shall be required as follows:

A. ~~Residential use only principal use on lot, f~~Front, side and rear yards for particular residential use involved as specified for lots in R-3 districts.

~~B. Residential use on first or ground floor along with a principal nonresidential use on same floor, rear yard and side yards extending to rear yard for portion of lot occupied by residential use.~~

~~C. Residential use located above principal nonresidential use, rear yard and side yards, provided side yards may begin at level of lowest floor used for residential purposes and a side yard is not required on street side of lot.~~

~~D~~B. Lots used for hotels and motels are not required to provide any more or greater yards than would be required for a nonresidential use on the particular lot involved.

SECTION 5. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 6. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

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

SECTION 8. CODIFICATION AND SCRIVENER'S ERRORS.

A. Sections 2 through 4 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

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

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

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

DONE AND ADOPTED this 15th day of November 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
_____, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER: **Sarah Albritton, Capital Projects Manager**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-20 for Budget Amendment 22-23-017 to appropriate grant revenue and CFS funds into Project 21104 - Spring Lake Airport Station 20 to perform a study.**

STATEMENT OF ISSUE

This Budget Amendment is necessary to appropriate grant revenue and CFS funds into Project 21104 - Spring Lake Airport Station 20 to perform a study of the Haywood Taylor Blvd property for placement of and construction of the Spring Lake Airport Station 20.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-20 for Budget Amendment 22-23-017 to appropriate grant revenue and CFS funds into Project 21104 - Spring Lake Airport Station 20 to perform a study.

FISCAL IMPACT

The fiscal impact is an increase to Fund 181 (Fire Assessment) and overall budget in the amount of $3,000,000.

Attachments: 22-23-017 Proj 21104 Spring Lk Airport ST 20 (BA).pdf
22-23-017R Proj 21104 Spring Lake Airport Station 20 (Resolution).pdf
signed Highland County BOCC_pre-agreement.pdf

REVIEWED
O.M.B DEPARTMENT
October 27, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/25/2022** SUBMITTED BY: **Sarah Albritton**

FUND(S): **181 / 151** FUND TITLE(S): **Fire Assessment / Local Govt Infrastructure Surtax** COST CENTER(S) #: **3217 / 2672A**

PROJECT(S) #: **21104** PROJECT TITLE(S): **Spring Lake Airport Station 20** COST CENTER TITLE(S): **Fire Assessment / Facilities Management 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	181		3342320Z	State Fire Marshall Grant	21104	0.00	3,000,000.00		3,000,000.00
E	181	3217	56200Z	Project Buildings	21104	0.00	3,000,000.00		3,000,000.00
E	151	2672A	56200Z	Project Buildings		2,536,211.70	0.00	53,500.00	2,482,711.70
E	151	2762A	56200Z	Project Buildings	21104	0.00	53,500.00		53,500.00
									0.00

REASON: **To appropriate grant revenue and CFS funds into Project 21104 - Spring Lake Airport Station 20 to perform a study of the Haywood Taylor Blvd property for placement of and construction of the Spring Lake Airport Station 20.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 22-23-017

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-20

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-017 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 22-23-017 is hereby approved and authorized to appropriate grant revenue funds into Project 21104 - Spring Lake Airport Station 20 for the construction of the Spring Lake Airport Station 20. The fiscal impact is an increase in the amount $3,000,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of November, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

June 28, 2022

GRANTEE: Highland County Board of County Commissioners

PROJECT TITLE: Spring Lake/Sebring Airport Area Fire Rescue Station

GRANT PERIOD: July 1, 2022 – Until Completed

AWARD TOTAL: $3,000,000

Congratulations! As the Director of the Division of State Fire Marshal, it is my privilege to advise you that the 2022 Florida Legislature has appropriated funds to support local fire departments. The Legislature has allocated the funding to the Division for distribution during FY2022-23. I have assigned Melissa Dembicer, Contract Manager, to manage your Grant Agreement and oversee the completion of your deliverables.

This Award Letter should be completed and signed by the authorized designated official in Attachment 1. Please email this letter to Melissa.Dembicer@myfloridacfo.com within 30 days from the above date.

These grant funds are intended to be spent starting July 1, 2022, to the end of the performance period. Grant funds will be disbursed to grantees (per the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received, and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Please answer the questions in Attachment 1. Attachment 1 will help the Division prepare the grant agreement. Grantees who anticipate the allocation of additional nonstate funds toward the approved project should indicate the amount in Attachment 1.

Again, congratulations, and we look forward to working with you!

Respectfully,

Julius E. Halas

Julius Halas, Director

ATTACHMENT 1

Grantee's Legal Name (if registered with the Department of State, ensure that the name provided matches that record):

Highlands County Board of County Commissioners

Grantee's Payee:

Name: Highlands County Board of County Commissioners

Address: 600 S. Commerce Ave, Sebring, FL 33870

Phone: 863-402-6500

Email: lhurner@highlandsfl.gov

Grantee's Contract Manager:

Name: Roxanna Taylor

Address: 4506 Kenilworth Blvd, Sebring, FL 33870

Phone: 863-402-7600

Email: rtaylor@highlandsfl.gov

Federal ID#: 59-6000655

Amount of anticipated local contribution: $ 0.00

Has the above amount of your allocated budget toward this project been officially approved by your local government? Yes X No ___ (if yes, list date of approval) _____
(please attach copy of the approval)

If no, on what date do you expect approval from your local government? _____

Official authorized to sign this Award Letter:

Name: Laurie Hurner

Print Position/Title: Interim County Administrator

Laurie A Hurner Digitally signed by Laurie A Hurner Date: 2022.07.18 14:26:39 -04'00'
Signature of Designated Official

_____
Date

Please email a fully completed copy of this letter to:

Melissa Dembicer, Esq. FCCM
Legislative and Special Projects Coordinator
Division of State Fire Marshal
O: (850) 413-3606 / C: (850) 508-7592
Melissa.Dembicer@myfloridacfo.com

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 15, 2022 9:00 AM

PRESENTER:	**Clinton Howerton Jr., P.E., County Engineer** **Dawn Ritter - Natural Resources Manager** **Chris Pruzinsky - Road and Bridge Operations Supervisor**
SUBJECT/TITLE:	**Lake Letta Water Level Discussion**

STATEMENT OF ISSUE

During the month of September of 2022, portions of Highlands County received extremely high amounts of rainfall. One of the areas impacted by this was the northwest portion of the Carter Creek Drainage Basin. This drainage basin naturally drains to the southeast through a network of lakes, ditches, and sub-surface flows. All of the lakes in this basin have been impacted by the high amounts of precipitation and are at very high levels as this water naturally flows through the system as it drains off.
Concern was raised as to the levels of water in Lake Letta at the Nov 1, 2022 BOCC meeting and the item was requested to be placed on the agenda for discussion of possible actions to control this elevation.

RECOMMENDED ACTION

Move to direct staff for desired action.

FISCAL IMPACT

Fiscal impact is dependent on action requested. No action is proposed at this time therefore there would be no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER: **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**

SUBJECT/TITLE: **Temporary placement of RVs for living purposes following natural disasters.**

STATEMENT OF ISSUE

At the November 1, 2022 meeting of the Board of County Commissioners (BCC), staff was directed to bring an agenda item back to the BCC for discussion and direction regarding the temporary placement of recreational vehicles (RVs) for living purposes following a natural disaster. Currently, the Land Development Regulations (LDRs) allow the temporary placement of a mobile home during the construction of a dwelling for a period of one year pursuant to Section 12.08.117 of the LDRs.

An amendment to the LDRs would be required to allow the temporary placement of RVs for living purposes during the reconstruction of a dwelling. Section 12.01.110 of the LDRs requires that all amendments to the LDRs be heard by the Planning and Zoning Commission (P&Z) for their recommendation to the BCC. The LDRs also provide advertising requirements for the P&Z hearing and the BCC hearing. The P&Z holds their next meeting on December 13, 2022; however, if the BCC directs staff to move forward with amending the LDRs and desires the P&Z to hold a special meeting, staff will work on scheduling the special meeting within the advertising limits.

Staff has reviewed the Comprehensive Plan and the LDRs and recommend that if the Board directs staff to amend the LDRs to allow the temporary placement of RVs for living purposes following a natural disaster during a Local Declaration of Emergency, the following conditions shall be applied:

1. A temporary use permit (TUP) may be issued to allow an RV to be used as a temporary residence during the reconstruction of a dwelling following a natural disaster and a local Declaration of Emergency has been issued for Highlands County.

2. Proof of the natural disaster shall be provided.

3. The applicant shall be required to connect the RV to water and sewer or septic and shall show proof of their ability to do so.

4. A temporary electric pole may be required and must receive a permit through the Highlands County Building Department. Generators or any similar type of power source shall not be permitted to run the RV if electricity has been restored to the area.

5. A time limit of one year from the date of approval or until the reconstruction of the dwelling is complete and a Certificate of Occupancy has been issued, whichever comes first.

6. The time limit may not be extended, and the RV shall be vacated and/or removed at the expiration of the TUP.

7. A signed affidavit guaranteeing the removal of the RV, pursuant to the time limit listed above.

RECOMMENDED ACTION

Direct staff on how to proceed.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER: **Laurie Hurner, Interim County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of November 15, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Project Updates (FINAL) 11.15.2022.pdf
Commissioner's Priorities (FINAL) 11.15.2022.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
5	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction began 01/06/2022	Construction Final Completion	01/06/23
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - On Schedule	Phase 1 construction completed on 12-05-2022	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Construction is complete and final walk-through is done.	Punch list items to be addressed by contractor and project closeout by Project Manager.	11/02/22
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	ERC comments addressed.	ERC to review revised 100% plans. and Purchasing is reviewing the BID documents	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	All Work completed except thermo plastic striping and electrician installation for light poles. Due to manufactures delays in delivery of light poles an additional Change Order will be needed extending the project Substantial Completion Date of 10/17/22 and Final Completion Date of 11/16/22 to a further date.	Ongoing
11	Engineering	17034 Memorial Drive MUP -LAP project	100% Design underway	Engineering staff is addressing FDOT ERC Comments for final design.	Ongoing
12	Solid Waste	New Cell Expansion - Project No. 21078	Design NTP issued 9/14/22	The consultant is working on preliminary assessment of design and review of existing drawings. Geological testing of the cell site is being planned and will be conducted in the next 2-3 weeks.	Ongoing
13	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Responses to Requests for additional information submitted to SFWMD and FDEP.	Additional RAI comments will be submitted to SFWMD by 10/28/22 for water use permit.	Ongoing
14	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
15	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. An RFP will be out soon and open for 2-months. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds and being able to apply for future funding.	Ongoing
16	Economic Development	Broadband/ Highspeed Internet	Actively working with Purchasing to complete the RFP. Spring Lake returned the ARPA Funds as other funding became available.	To monitor Office of Broadband and State initiatives	Ongoing
17	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis. Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
18	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
19	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change.	Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by 2022. City staff is short handed so having trouble completing their portions.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by 2022. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask.	Fall 2022
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

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

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of November 7, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
N/A	Revisions to Planning & Zoning Commission membership	
N/A	Lake Placid Fire Station	
N/A	Fire Union matters	
1	Hospital Legislation and sale issues	
N/A	Numbers of dogs/cats in residential areas	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Future Growth Funding Advisory Committee and objectives of same	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	
N/A	Sheriffs Tower Capacity Issue	
N/A	Board and Committee Updates	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:	**Sherry G, Sutphen, County Attorney**
SUBJECT/TITLE:	**Temporary appointment of County Administrator pursuant to Highlands County Code of Ordinances CHAPTER 2, ARTICLE IV, SECTION 2-56.**

RECOMMENDED ACTION

Temporary appointment of County Administrator pursuant to Highlands County Code of Ordinances CHAPTER 2, ARTICLE IV, SECTION 2-56.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

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

SUBJECT/TITLE: **Review of Semifinalists with SGR (Lissa Barker) and direction related to finalist.**

RECOMMENDED ACTION

Review of Semifinalists with SGR (Lissa Barker) and direction related to finalist.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 15, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from November 1, 2022 to November 14, 2022

Attachments: