HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, November 16, 2021
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 ELECTION OF CHAIR AND VICE-CHAIR

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

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

5 ANNOUNCEMENTS

The Children's Services Council will hold a General Body meeting at 8:00 a.m. on November 17, 2021 in the Board Room, 600 S. Commerce Avenue, Sebring and via TEAMS Live, 1 (904) 638-2711, conference code: 543 715 79#

The Local Mitigation Strategy Working Group will meet at 8:00 a.m. on Wednesday, November 17, 2021, in Room 2 of the Bert J. Harris, Jr. Agricultural Center 4509 George Blvd., Sebring

The Heartland Library Cooperative will hold a Governing Board meeting at 10:30 a.m. on November 17, 2021 at the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid

The Board of Commissioners of the Highlands Hospital District will meet at 1:15 p.m. on November 18, 2021 in the Board room, 600 S. Commerce Avenue, Sebring

The Recreation & Parks Advisory Committee will meet at 2:00 p.m. on November 18, 2021 at the Highlands County Multi-Sports Complex at 216 Sheriff's Tower Road, Sebring

County offices will be closed November 25-26, 2021 in observance of the Thanksgiving Day and Friday after Thanksgiving Holidays

Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will meet at 9:00 a.m. on Wednesday, December 1, 2021 at 7205 S. George Blvd., Sebring

Veterans Advisory Board will meet at 3:30 p.m., on Thursday, December 2, 2021 at the Veteran Services Office,, 7209 S. George Blvd., Sebring

6 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

7 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7.A *Request approval of a Proclamation recognizing the National Rifle Association for its 150 years of dedication to promoting firearms safety education.*
Commissioner Tuck
No fiscal impact
NRA Proclamation 111621.docx

7.B *Request approval of a Proclamation recognizing November 17th, 2021 as "GIS Day" in Highlands County, Florida*
Carley Fitzgerald, GISP, GIS Manager
No fiscal impact.
GISDay_Proclamation_211116.pdf

8 PUBLIC COMMENT

9 CONSENT AGENDA

9.A *Request approval of the minutes from the August 3, 2021, August 17, 2021, September 7, 2021, September 21, 2021 and October 5, 2021 regular meetings of the Board; the minutes from the September 9, 2021 Public Hearing of the Board to consider the FY 2021-2022 Proposed Budget; and the minutes from the September 21, 2021 Public Hearing of the Board to consider the FY 2021-2022 Tentative Budget.*
080321REG.pdf
081721REG.pdf
090721REG.pdf
090921BudgetPH.pdf
092121REG.pdf
092121BudgetPH.pdf
100521REG.pdf

9.B *(Revised) Request adoption of Resolution 21-22-18 pertaining to Florida Statue 155.40.*
Leah Sauls, Development Services Director
Sherry Sutphen, County Attorney
There is no fiscal impact.
Legislation.2022.Hospital Sale.155.40.SGS.docx
Resolution support. amendiing 155.40.SGS.BH.final.pdf

9.C *Request approval of Budget Amendment 21-22-009 and Resolution to provide funds for items needed within each fire district.*
E. Laney Stearns, Public Safety Director
The fiscal impact is an increase to six (6) funds and the overall budget in the total amount of $56,047.79 and is being appropriated into the Operating Supplies (55200) account in each of the six funds.
21-22-009 Fire Districts FB (BA).pdf
21-22-009R Fire Districts FB (Resolution).pdf

9.D *Request approval to change (1) Groundskeeper II position in the Parks and Facilities Department to a Greenskeeper Specialist, a change in job description, pay grade and salary adjustment for employee in position.*
Richard Fleeger, Parks and Facilities Superintendent
Fiscal Impact is $2,050 a year for salary and benefits.
Groundskeeper II (0909) Current.pdf
Greenskeeper Specialist (XXXX) Proposed.pdf
Groundskeeper II to Greenskeeper Specialist Memo.pdf

9.E *Request approval of the contract between Highlands County and E.O Koch Construction, Co. for the Unit 3 Barn Restrooms and Roof Replacement Projects (20050/18046). (ITB 21-024).*
Jonathan Harrison, Road and Bridge Director
There is no additional fiscal impact as the funding is already approved in project(s) 20050/18046.
ITB 21-024.pdf
Agreement -Barn rev.pdf

9.F *Request approval of the Nu-Hope Elder Care Services, Inc., a Florida Non-Profit Corporation Grant Agreement as approved in the FY 21/22 Adopted Budget.*
Tanya Cannady, Business Services Director
There is no fiscal impact as this grant award of $46,886 was approved in the Adopted Budget for FY 21/22 on September 21, 2021.
Nu-Hope Grant Agreement FY22 signed-notarized.pdf

9.G *Consideration of Amendment #1 extending the existing License Agreement for an additional one (1) year between the Highlands Radio Control Club (HRCC) and Highlands County for the access and used of approximately fifty (50) acres of the of the Highlands County Solid Waste Management Center at 12700 Arbuckle Creek Road for the purpose of flying remote control model aircraft.*
Clinton Howerton, Jr., P.E., County Engineer
No Fiscal Impact.
Signed Amendment #1 to License Agreement.pdf
Fully executed copy with Attachments of License Agrrment w HRCC approved....pdf

9.H *Revision of the 2019-2022 Local Housing Assistance Plan on the housing strategy within the SHIP Program.*
Lucy Castillo, Housing Programs Coordinator
No fiscal impact to Fund 166 (SHIP) or the overall budget.
Rapid Re-Housing Assistance Strategy.pdf

9.I *Request approval of Amendment No. 1 to revise Attachment A of the Memorandum of Agreement between the Highlands County Board of County Commissioners and the Florida Fish and Wildlife Conservation Commission.*
Richard Fleeger, Parks & Facilities Management
No fiscal impact.
19069-A1 Highlands County MOA - Amendment 1 - bee.pdf
19069 Highlands County MOA - Executed 2.pdf

9.J *To update and change the job title Assistant County Administrator to Deputy County*

Administrator/Chief of Staff.
Tanya Cannady, CPA. CDM, Business Services Director
No fiscal impact
Deputy County Administrator-Chief of Staff (1022) 11.16.2021.pdf

9.K *Request approval of Budget Amendment 20-21-150 and Resolution for the Clerk of Courts FY 20-21 year end cleanup.*
Sally Hood, Accounting & Finance Director, Clerk of Courts
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $404,466.00.
20-21-150 Clerk of Court YE Cleanup (BA).pdf
20-21-150R Clerk of Courts YE Cleanup (Resolution).pdf

9.L *Request approval of Budget Amendment 20-21-151 to realign budgets for the Supervisor of Election's yearend cleanup within the General Fund.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted funds within Cost Center 2442 (Supervisor of Elections), from account 53001 (Operating Expense) to account 51001 (Personal Services) in the amount of $83,617.00.

In addition, Project 20063 (Elections Security Funding 2021) is being realigned for FY 21 close in the amount of $63,410.84.
20-21-151 SOE YE Cleanup (BA).pdf
20-21-151R SOE YE Cleanup (Resolution).pdf

9.M *Request approval of a letter of support of the Highway Park Neighborhood Council's USDA Grant application for their proposed Highway Park Teaching & Demonstration Garden.*
County Administrator Randy Vosburg
No fiscal impact
10321_BCC_USDA_ltr_of_support_for_Highway_Park.1.docx

9.N *Request approval of Budget Amendment 21-22-012 and Resolution to approve and appropriate awarded VOCA FY 20/21 grant/project funds; and to realign and setup COPS grant/project funds.*
Paul Blackman, Sheriff
There is no fiscal impact to Fund 005 (General) nor the overall budget. These grants were anticipated and budgeted. Any differences between estimated to Actual will be offset with Fund Balance and Reserves.
21-22-012 Sheriffs Projects VOCA_COPS (BA).pdf
21-22-012R Sheriffs Projects VOCA_COPS (Resolution).pdf
21-22-012 Sheriff's Projects VOCA_COPS (Reserve).pdf
VOCA APPLICATION DRAFT.02 01 21.pdf
VOCA.BUDGET.FY 21-22.pdf
SIGNED VOCA CONTRACT.pdf

9.O *Request approval of Budget Amendment 21-22-013 and Resolution to roll forward Project 20022 2020 COPS from FY 20/21 into FY 21/22.*
Paul Blackman, Sheriff

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $23,321.03.
21-22-013 Sheriff Project 20022 COPS Rollover (BA).pdf
21-22-013R Sheriff Project 20022 COPS Rollover (Resolution).pdf

9.P *Request approval of Budget Amendment 21-22-008 to Roll Forward unspent SCAAP Projects into FY 21/22.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $134,730.00.
21-22-008 Sheriffs SCAAP Projects (BA).pdf
21-22-008R Sheriffs SCAAP Projects (Resolution).pdf

9.Q *Request authorization to submit an application to the Florida House of Representatives and Senate for an appropriation request for the Fire/EMS station in the Spring Lake Community and authorization for the Chair to execute the required letters of support.*
Liz Barber, Legislative Affairs Grant Coordinator
No fiscal impact at this time.

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of P&Z Hearing No. 2085, changing the Official Zoning Atlas for an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report P&Z 2085 - Altissimo.pdf
Application P&Z 2085 - Altissimo
Resolution P&Z 2085 - Altissimo.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2086, changing the Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report P&Z 2086 - Crutchfield, Craig & Waite.pdf
Application P&Z 2086 - Crutchfield, Craig & Waite
Resolution P&Z 2086 - Crutchfield, Craig & Waite

11 ACTION AGENDA

11.A *Request to Vacate Easement - 4317 & 4309 Mendavia Drive, Sebring, FL 33872*
Clinton Howerton Jr., P.E., County Engineer
There is no fiscal impact.
Mendavia Drive VOE Action VOE Packet.pdf

11.B *Seek direction from Highlands County Board of County Commissioners to explore opportunities and/or move forward with negotiation with property owner reference purchase of 25.28 acres of property for public use.*

Clinton "Gator" Howerton, Jr., P.E. - County Engineer
Fiscal impact could be up to an asking price of $750,000
Jernigan Property.pdf
Jernigan park-10-27-21.pdf

11.C *Request approval of a State Revolving Loan application and accompanying Resolution 21-22-17.*
CLINTON HOWERTON, JR., P.E., COUNTY ENGINEER
KENYA ANDERSON, PROJECT MANAGER
ELIZABETH BARBER, LEGISLATIVE AFFAIRS GRANT COORDINATOR

The Fiscal Impact will be $1,750,000.00 as additional revenue from Loan Proceeds.
Resolution No. 21-22-17.SRF Loan.SGS.pdf
SRF Application - Final.docx
Attachment 1 - CAFR FY20 P&L - Audited.pdf
Attachment 2 - FY21 P&L - Unaduited.pdf
Attachment 3 - FY20 & 21 Detail P&L Spreadsheet- all pgs.pdf
Attachment 4 - Infrastructure Surtax Excess Expenditure vs Revenue.pdf
Attachment 5 - Lien Information.pdf
Attachment 6 - 2015 Infrastructure Bank Loan acceptance 040915.pdf
Attachment 7 - Legal Opinion.pdf
Attachment 8 - Project Information.docx
Highlands_County_Exhibit 1.pdf

11.D *Request approval of FY 21/22 State Housing Initiative Partnership Program (SHIP) funds of $429,461 along with Budget Amendment 21-22-010 and Resolution.*
Lucy Castillo, Housing Programs Coordinator
The Fiscal Impact is an increase to Fund 166 (SHIP) for FY 2021-2022 in the amount of $429,461, which $386,514.90 is being appropriated into cost center 5367 and $42,946.10 into cost center 5366 (SHIP Phase 29).
21-22-010 SHIP Project 20366 (BA).pdf
21-22-010R Proj 20366 SHIP PH 29 FY 21-22 (Resolution).pdf

11.E *To transfer of $375,000 surplus from the Dental Fund to the Health Fund and to increase Board of County Commissioner employer contributions by $500,000, for all covered entities, to the Health Fund.*
Tanya Cannady, CPA, CDM Business Services Director
The fiscal impact to the 20/21 budget $500,000.
Highlands County 9.30.21 Unaudited Employee Benefit Fund - Ver2.pdf

11.F *Approve repairs up to $10,000 for the Venus Clubhouse and allowthe public opportunity to use the Clubhouse located at 41 Venus Clubhouse Rd.,*
Tanya Cannady, Business Services Director
Ric Fleeger, Parks & Facilities Director
Fiscal impact to the General Fund not to exceed $10,000 in repairs. Additional costs will include annual operating dollars from the general fund for upkeep of the clubhouse, which are currently coming from the Fire Assessment.

11.G *Board consideration of excess funds from the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) from FY 19/20*
Randy Vosburg, County Administrator
Potential Fiscal Impact of a positive $1,800,000 to the General Fund, Fund 005.

11.H *Presentation on the redistricting of the Board of County Commissioners' Districts based on the 2020 Census Data.*
Melony Culpepper, Planning and Zoning Manager
There is no fiscal impact.
Staff Analysis.pdf
2020 District Populations.pdf
Draft Redistricting Maps.pdf

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
COUNTY ATTORNEY LOG 2.pdf

12.B *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Project Updates (FINAL) 11.16.2021.pdf
Status - Commissioner's Priorities (FINAL) 11.16.2021.pdf

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from November 2-16, 2021*

15 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER:

SUBJECT/TITLE: Request by presiding Chair Kirouac 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.

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 16, 2021

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 16, 2021

PRESENTER:	**Commissioner Tuck**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing the National Rifle Association for its 150 years of dedication to promoting firearms safety education.**

RECOMMENDED ACTION

Move approval of a Proclamation recognizing November 17, 2021 as "NRA Day in Highlands County".

FISCAL IMPACT

No fiscal impact

Attachments: NRA Proclamation 111621.docx

PROCLAMATION

Proclamation of the Board of County Commissioners, Highlands County Florida honoring the 150th anniversary of the founding of the National Rifle Association

WHEREAS, November 17, 2021 is the 150th anniversary of the founding of the National Rifle Association; and

WHEREAS, since its founding in 1871, the National Rifle Association has led the way protecting our Second Amendment freedom, teaching marksmanship and gun safety, and passing self-defense laws across the country; and

WHEREAS, throughout its century and a half of existence, the National Rifle Association has served firearm owners across the nation through training and other initiatives aimed at promoting firearm safety, the shooting sports and hunter education.

Now, Therefore, the Board of County Commissioners, Highlands County, Florida, does hereby proclaim November 17, 2021 as "NRA Day in Highlands County" in Highlands County, Florida, and commend its observance to all citizens.

Done and adopted on this 16th day of November 2021

_____

Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: NOVEMBER 16, 2021

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

SUBJECT/TITLE: **Request approval of a Proclamation recognizing November 17th, 2021 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 17th, 2021 as "GIS Day" in Highlands County, Florida.

FISCAL IMPACT

No fiscal impact.

Attachments: GISDay_Proclamation_211116.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 17, 2021 as GIS Day.

Done and adopted this 16th day of November 2021.

_____

Chairperson
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the August 3, 2021, August 17, 2021, September 7, 2021, September 21, 2021 and October 5, 2021 regular meetings of the Board; the minutes from the September 9, 2021 Public Hearing of the Board to consider the FY 2021-2022 Proposed Budget; and the minutes from the September 21, 2021 Public Hearing of the Board to consider the FY 2021-2022 Tentative Budget.**

RECOMMENDED ACTION

Move approval of the minutes from the August 3, 2021, August 17, 2021, September 7, 2021, September 21, 2021 and October 5, 2021 regular meetings of the Board; the minutes from the September 9, 2021 Public Hearing of the Board to consider the FY 2021-2022 Proposed Budget; and the minutes from the September 21, 2021 Public Hearing of the Board to consider the FY 2021-2022 Tentative Budget..

Attachments: 080321REG.pdf
081721REG.pdf
090721REG.pdf
090921BudgetPH.pdf
092121REG.pdf
092121BudgetPH.pdf
100521REG.pdf

REGULAR MEETING OF THE BOARD, AUGUST 03, 2021

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

Also, present: Randy Vosburg, County Administrator; Laurie Hurner, Assistant County Administrator; Sherry 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 Mike Rogers, with the Church on the Ridge.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Arthur Conover, III, Assistant County Veteran Services Officer.

4. ANNOUNCEMENTS
The Construction Licensing, Enforcement and Appeals Board will meet at 7:00 p.m., on August 3, 2021, in the Boardroom, 600 S. Commerce Avenue, Sebring, FL.

The Tourist Development Council will meet at 8:15 a.m., on August 5, 2021, in the Boardroom, 600 S. Commerce Avenue, Sebring, FL.

The Highlands County Board of County Commissioners (through its appointed negotiating team) and the Highlands County Professional EMS & Fire, IAFF 5147 will hold a regular meeting for the purpose of contract negotiation on Wednesday, August 11, 2021, at 9:00 a.m., in the Highlands County Fire Rescue Headquarters Training Room, 4506 Kenilworth Blvd., Sebring, FL.

Public Hearing of the Highlands County Planning & Zoning Commission and the Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on August 10, 2021, in the Boardroom of the Highlands County Government Center, 600 S. Commerce Avenue, Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
Jerome Kaszubowski, Clerk of Courts, announced that the mask mandate has returned to the courthouse and stated that the public, as well as staff, must wear a mask in order to gain entry into the courthouse.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
None presented.

7. PUBLIC COMMENT
Ms. Beth Degnan came before the Commission to address several concerns with the Highlands Park Estates Clubhouse, stating it has been vandalized after hours and has been found left unlocked after being used, as well as concerns over the lawn maintenance. Randy Vosburg, County Administrator, stated staff will look into the issues mentioned.

8. CONSENT AGENDA

Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Campbell seconded the motion.

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

A. Request for approval of the minutes from the 6/08/2021 Special Meeting of the Board. *See Clerk of Court's website.*

B. Fourth Amendment to Tower Donation and License Agreement. *See Lykes Brothers, Inc. file.*

C. Request acceptance of Edward Byrne Memorial Justice Assistance Residual Grant (JAG-R) Program award and approval of Budget Amendment 20-21-116 and corresponding Resolution. *See Res. Book 32 Page 1 (# 20-21-133) & Sheriff's Office file.*

D. Request approval for Town of Lake Placid Interlocal Agreement for FY 20/21 Recreation Funding – Fiscal Impact $110,000. *See Town of Lake Placid file.*

E. Request to accept the City of Sebring Community Redevelopment Agency (A Component Unit of the City of Sebring, Florida) Financial Statements FYE 9/30/20. *See City of Sebring CRA file.*

F. Request approval of Budget Amendment 20-21-115 to provide additional funding for a K-9 dog cage. *See SMB 144 Page 1.*

G. Request approval of Budget Amendment 20-21-117 and Resolution to assign and appropriate Project 20063 Elections Security Grant. *See Res. Book 32 Page 2 (No. 20-21-134) & SMB 144 Page 2.*

H. Request approval of Budget Amendment 20-21-118 to realign funds within Judicial Technology cost center. *See SMB 144 Page 3.*

I. Request approval of Budget Amendment 20-21-119 to realign Sheriff Project Budget 20018 JAGC FY 20-21 to actual expenditures. *See SMB 144 Page 4.*

J. Request approval of authorizing the conveyance of FIRE EMS Station parcel back to the Town of Lake Placid. The recent acquisition of land from Advent Health deemed the use of this parcel unnecessary. *See County Deed file.*

K. Request approval of Amendment 1 to the Payment Solutions Service Agreement between CiviTek National, Inc. and Highlands County Board of County Commissioners. *See CiviTek National file.*

L. Request approval to accept into the record the Court-related and other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ending June 30, 2021. *See SMB 144 Page 5.*

9. PUBLIC HEARING

A. A Resolution of the Highlands County Fire Protection Municipal Service Benefit Unit (County), pertaining to the re-imposition of the fire protection special assessment; providing for legislative findings and intent; providing for authority; providing for purpose and definitions; providing for the re-imposition of the fire protection assessment; providing for effect of this resolution; providing a savings clause; providing for scrivener's errors; providing for conflicts providing severability; and providing an effective date.

Tanya Cannady, Business Services Director, presented the request and provided a brief summary of the fire assessment. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Kirouac opened the floor for public comment. Input was received by Steve Irving, Beth Degnan, John Drennan, Frank Youngman, Choya Horton, Ines Oldfield (sp), Rev. William Trucano, Carl Rando, Don Cogswell, Mike Hemmer, Richard Apps, L.A. Walden, Chantel Gilmore, Ray Royce, Mike Fitch, Joyce Rowe, Ana Ricci, Karen Priester, Iris Febres, and Michelle Gresham.

The Commission expressed their concerns in great detail. Chairman Kirouac stated that he will not support any rate increase on industrial warehouse or vacant parcels because they are high right now.

Chairman provided copies to the Commission of the comparisons for potential revenue on the different categories of the Fire Assessment Estimated Revenues Rate Increase FY 21-22 and submitted to the Clerk to become part of the permanent record.

Commissioner Tuck moved approval of the resolution as presented, with a change to the institutional category, for it to go to $.07350; and it is to remain the same as it was last year with no change except the one mentioned.

Chairman Kirouac questioned for clarification if Commissioner Tuck's motion is to cap the institutional category where it is at presently. Commissioner Tuck stated that her motion is to leave it (the assessment) as it was last year, except to change the institutional category to $.07350, and would like the motion to stand for one year.

Sherry Sutphen, County Attorney, stated for clarification, that the way the resolution, as written, states *up to 7% increase* and the reason it was structured this way is because the ordinance that was adopted gives the Board the flexibility to project out and would not require providing notices by mail, as these are very costly. Ms. Sutphen stated that with current motion, they can change that category (institutional) if that is what the Commission votes for and leave the others the same, but questioned if the Commission would be okay with leaving the provision that states *with an up to 7% increase* across the board and then each year hereafter the Commission would visit this through a public hearing process and can decide the percentage of the increase or changes in different categories to match what they decide but keeping the flexibility with that provision.

After further discussion, Commissioner Tuck amended her motion moving approval for the prices to stay the same as Fiscal Year 2020/2021 with the potential to increase over the next four years. The motion failed for lack of a second.

Commissioner Campbell moved approval of a revised resolution of the Highlands County Fire Protection Municipal Service Benefit Unit (County), to increase the categories of residential, commercial, and institutional and to hold the categories of industrial/warehouse and vacant land where they are currently at,

with the maximum increase of 7% for this year plus five additional years. Commissioner Roberts seconded the motion for discussion.

For clarification, Ms. Sutphen stated that the current motion was to move approval of the resolution as stated, including the five additional years beyond this year, with a potential increase of up to 7%. Mr. Vosburg stated it was approval of the resolution, with the exception of the industrial/warehouse and vacant land categories. Ms. Sutphen questioned was it was Commissioner Campbell's intention to not increase those two categories in the upcoming fiscal year but leave the ability for the Commission to increase in the future by keeping the 7% potential there. Commissioner Campbell concurred with Ms. Sutphen. Commissioner Roberts stated that he supports the motion.

Chairman Kirouac informed the public that the Commission was not voting on an automatic 7% increase every year, as this item would have to be discussed each year in a public hearing setting and the resolution allows the Commission to raise the assessment up to 7% each year per category.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See Res. Book 32 Page 3 (No. 20-21-132) & SMB 144 Page 6.***

B. A resolution of the Highlands County Board of County Commissioners (County) pertaining to the re-imposition of the Solid Waste special assessment; providing for legislative findings and intent; providing for authority; providing for purpose and definitions; providing for re-imposition and computation of solid waste assessment; providing for application of assessment proceeds; providing for effect of this resolution; providing a savings clause; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.

Clinton Howerton, Jr., County Engineer, presented the request and provided a brief summary on the Solid Waste Assessment. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Randy Vosburg, County Administrator, stated that discussions are currently taking place with the hauler and the item will come before the Board on August 17, 2021.

The Commission expressed their comments and concerns in great detail with staff.

Chairman Kirouac opened the floor for public comment. Input was provided by John Drennan, Joyce Rowe, Larry Overfield, Keith French, Michelle Gresham, Sam Machotka, Beth Degnan, Mickey Eaton, Choya Horton, Rev. William Trucano, L.A. Walden, and Richard Apps.

Commissioner Campbell moved approval of a Resolution of the Highlands County Board of County Commissioners (County), pertaining to the residential solid waste assessment at a rate of $210.00 per year, with an annual increase not more than 3% each fiscal year for the five years following FY 21-22. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 4 (No. 20-21-131) & SMB 144 Page 7.***

10. ACTION AGENDA

Commissioner Tuck moved approval of the action agenda as presented. Commissioner Campbell seconded the motion.

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

A. Update on the progress of the Federal Grant agency, Merchant McIntyre, to summarize the 90-day trial period.

Liz Barber, Legislative Affairs & Grants Coordinator, gave a brief presentation on the progress of the Federal Grant Agency, Merchant McIntyre, to summarize the 90-day trial period, and addressed the findings and situational analysis provided by the agency.

The Commission expressed their concerns with staff in great detail.

Chairman Kirouac opened the floor for public comment. Input was provided by Ms. Beth Degnan and Mr. Larry Overfield.

Commissioner Tuck moved approval of the renewal of the service agreement with Merchant McIntyre for 12 months. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 8.***

11. COUNTY ADMINISTRATOR & LEGAL

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

Randy Vosburg, County Administrator, presented the updated Priorities and Project Status Report. ***See SMB 144 Page 9.***

Mr. Vosburg announced that there is a Veterans Advisory Board meeting on August 5, 2021, at 3:30 p.m., at the Veteran Services Office at 7209 S. George Blvd., Sebring, FL.

Mr. Vosburg informed the Commission that as of August 2, 2021, the county has gone under a spending freeze in order to accumulate as much as possible in the form of fund balance.

In regards to open positions, Mr. Vosburg stated not all vacancies are posted, which will help build up fund balances, but will move forward with those positions that were already advertised.

In regards to the Board meetings scheduled for Tuesday, December 21, 2021 and Tuesday, January 4, 2022, Mr. Vosburg questioned if the Commission was interested in moving these two meetings to other days that are not so close to the holidays. Chairman Kirouac requested the Commission look into this and give staff direction when the issue is revisited in the near future.

B. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney's updated status report and stated no new claims have been filed against the county. ***See SMB 144 Page 10.***

12. COMMISSIONERS

No further comments.

13. INFORMATIONAL

A. Board payables from July 21, 2021 through August 3, 2021. *See Check Reports 2021 file.*

14. ADJOURN

Commissioner Tuck 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 12:47 p.m.

REGULAR MEETING OF THE BOARD, AUGUST 17, 2021

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

Also, present: Randy Vosburg, County Administrator; Laurie Hurner, Assistance County Administrator; Sherry 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 Terry Davis, with the Living Waters Church of God.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Carol West, Ret. Master Sergeant, US Air Force, and Assistant Veteran Services Officer.

4. ANNOUNCEMENTS
Highlands Soil & Water Conservation District will hold a meeting on Tuesday, August 17, 2021, at 3:00 p.m., in Conference Room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Children's Services Council will hold a general body meeting on Wednesday, August 18, 2021, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Tourist Development Council will meet on Thursday, August 19, 2021, at 8:15 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Recreation & Parks Advisory Committee will meet on Thursday, August 26, 2021, at 2:00 p.m., at the Highlands County Multi-Sports Complex at 216 Sheriff's Tower Rd., Sebring, FL.

The Historic Preservation Commission will hold a special meeting on will meet on Thursday, August 19, 2021, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will hold a meeting on Tuesday, August 24, 2021, at 9:00 a.m., at 7205 S. George Blvd., Sebring, FL.

The Highlands County Hospital District Board will meet on Thursday, August 26, 2021, at 1:15 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Purchasing Department will meet on Friday, August 27, 2021, at 1:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring for the purpose of a Non-Mandatory Pre-Quote Meeting to discuss FWQ 21-013 Highlands Park Estates Community Center General Cleaning Service for the Highlands Park Estates Community Center located at 16415 Deerglen Blvd., Lake Placid, FL.

The Highlands County Purchasing Department will meet on Friday, August 27, 2021, at 3:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring for the purpose of a Non-Mandatory Pre-Quote Meeting to discuss FWQ 21-012 Highlands County Sun 'n Lakes of Lake Placid General Cleaning Service for the Sun 'n Lakes Community Center located at 440 Sun 'n Lakes Blvd., Lake Placid, FL.

The Highlands County Purchasing Department will meet on Thursday, September 2, 2021, at 1:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL., for the purpose of a Non-Mandatory Pre-Bid Meeting to discuss ITB 20-011 Arbuckle Creek Road Turn Lake, Highlands County Project 16002, #436644-1-54-01.

The Veterans Advisory Board will meet on Thursday, September 2, 2021, at 3:30 p.m., at the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

County offices will be closed on Monday, September 6, 2021, in observance of the Labor Day holiday.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Children's Services Council quarterly update to the Board of County Commissioners.

Sara Beth Rogers, Children's Advocacy Center Manager & Children's Services Council Director, Marissa Stam, Council Chairman, April Rolle, Councilmember, and Ana Richard, Councilmember, provided a quarterly update on the services provided by the Children's Services Council. The Commission thanked them for them for their presentation. ***See SMB 144 Page 11.***

B. Fallen Firefighters Foundation Stair Climb and 9-11 Memorial Presentation.

Chief Marc Bashoor, Public Safety Director, gave a brief presentation on the Fallen Firefighters Foundation Stair Climb and 9-11 Memorial scheduled for Saturday, September 11, 2021 at the Sebring International Raceway. ***See SMB 144 Page 12.***

C. Lifesaver Award

Chief Marc Bashoor, Public Safety Director, presented a Lifesaver Award to Lt. Luis Rodriguez for a recent event where he helped save the life of a victim trapped in a single-story structure fire. ***See SMB 144 Page 13.***

D. Presentation of the Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2021, as of June 30, 2021.

Jackie Gabrus, Clerk of Courts Senior Accountant, presented the Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2021, as of June 30, 2021. ***See Clerk's Financial Reporting file.***

7. PUBLIC COMMENT

Ms. Cindy Rogers came before the Commission to comment on the drainage issues she is experiencing at her home in Istokpoga Shores and provided photographs of the flooded area. The photographs were provided to the Clerk and will become part of the permanent record. Clinton Howerton, Jr., County Engineer, and Jonathan Harrison, Road & Bridge Director, commented on the issue. Chairman Kirouac requested a meeting be scheduled so staff can discuss with the homeowner a plan and address what can be done on the county's end and try to come up with a solution. ***See SMB 144 Page 14.***

8. CONSENT AGENDA

Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Campbell seconded the motion.

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

A. **Request approval of FY 21/22 Hazards Analysis Grant agreement.** *See Emergency Management file.*

B. **Approval of agreement between Highlands County and T-Mobile for tower equipment upgrades.** *See Lease Agreement file.*

C. **Request approval of the 2021-2022 Emergency Management Performance Grant (EMPG-ARPA) American Rescue Plan Act.** *See Emergency Management file.*

D. **Request approval of the Motosurf Continental Cup of America - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.** *See Tourist Development Council file.*

E. **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 21-22.** *See ESRI file.*

F. **Approval of agreement between Highlands County and Verizon for tower equipment upgrades.** *See Lease Agreement file.*

G. **Request approval of Budget Amendment 20-21-120 and associated Resolution to set up Project 20064, a subcontract between Florida's Network of children's Advocacy Centers and Highlands County Board of County Commissioners.** *See SMB 144 Page 15 & Res. Book 32 Page 5 (Res. No. 20-21-136).*

H. **Request approval of Budget Amendment 20-21-122 and accompanying Resolution for realigning funds in the amount of $105,000.00 for upgrades to seven Road and Bridge facilities.** *See SMB 144 Page 16 & Res. Book 32 Page 6 (Res. No. 20-21-137).*

I. **Request approval of the 2021-2022 Emergency Management Preparedness and Assistance Grant (EMPA) and Emergency Management Performance Grant (EMPG) agreements.** *See Emergency Management file.*

J. **Request Approval for Budget Amendment 20-21-123 and Associated Resolution for Project 20066.** *See SMB 144 Page 17 & Res. Book 32 Page 7 (Res. No. 20-21-138).*

K. **Road & Bridge employment position change.** *See SMB 144 Page 18.*

L. **Request to approve Budget Amendment 20-21-125 and Resolution to appropriate funds in the amount of $165,389 to Project 19059 EMPA/EMPG Base Grants.** *See SMB 144 Page 19 & Res. Book 32 Page 8 (Res. No. 20-21-139).*

M. **Request approval to appoint Kenneth Kirk and Arthur R. Bousquet as voting members of the Highlands County Veteran Services Advisory Board.** *See SMB 144 Page 20.*

N. **Request approval of Budget Amendment 20-21-127 and Resolution to roll forward and setup funding within the Special Law Enforcement Trust Fund for the Sheriff.** *See SMB 144 Page 21 & Res. Book 32 Page 9 (Res. No. 20-21-148).*

O. **Request approval to expend funds from the Special Law Enforcement Trust Fund.** *See SMB 144 Page 22.*

9. PUBLIC HEARING

A. Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-584SS, for an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C).

B. Public hearing to consider adoption of P&Z Hearing No. 2074, changing the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3).

Sandra Vazquez, Planner I, presented items 9A and 9B together as they both pertain to the same property. These public hearings were properly advertised, and proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Vazquez stated that staff is requesting that both items be continued until January 18, 2022 at 9:00 a.m., or soon thereafter as possible. Chairman Kirouac questioned if the applicant was present. Ms. Vazquez stated no.

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

Commissioner Tuck moved approval to continue Hearing CPA-21-584SS to January 18, 2022 at 9:00 a.m., or soon thereafter as possible. Commissioner Campbell seconded the motion.

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

Commissioner Roberts moved approval to continue P&Z Hearing No. 2074 to January 18, 2022 at 9:00 a.m., or soon thereafter as possible. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file.***

C. Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-589SS, for an approximate 4.44-acre parcel, from Agriculture (AG) to Industrial (I).

D. Public hearing to consider adoption of P&Z Hearing No. 2081, changing the Official Zoning Atlas for an approximate 4.44-acre parcel, from Agricultural District (AU) to Industrial District (I-2).

Sandra Vazquez, Planner I, presented items 9C and 9D together as they both pertain to the same property. These public hearings were properly advertised, and proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Vazquez stated that staff is requesting that both items be continued until January 18, 2022 at 9:00 a.m., or soon thereafter as possible. Chairman Kirouac questioned if the applicant was present. Ms. Vazquez stated no.

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

Commissioner Tuck moved approval to continue Hearing CPA-21-589SS to January 18, 2022 at 9:00 a.m., or soon thereafter as possible. Commissioner Campbell seconded the motion.

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

Commissioner Roberts moved approval to continue P&Z Hearing No. 2081 to January 18, 2022 at 9:00 a.m., or soon thereafter as possible. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file.***

E. Proposed Ordinance amending Section 12.03.500, of the Highlands County Land Development Regulations, to include alternate members to the Historic Preservation Commission.

Sandra Vazquez, Planner I, presented the request for P&Z Hearing No. 2083 as a Text Amendment for Section 12.03.500 to include alternate members to the Historic Preservation Commission. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Vazquez read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no.

Ms. Vazquez presented the proposed text amendments.

Chairman Kirouac opened the floor for public comment. Input was received from Georgia Eshelman.

Commissioner Rapp moved to approve and adopt by Ordinance the 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 19 (Ord. No. 20-21-20).***

F. Proposed Ordinance amending Sections 12.05.309, Setback Requirements for Certain Functional Classifications of Roadways, and 12.09.104, Roadway Design Standards, of Chapter 12 (also known as the Highlands County Land Development Regulations) of the Code of Ordinance of Highlands County, Florida pertaining to setback and right-of-way dedication requirements.

Melony Culpepper, Planning Supervisor, 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 read the caption of the proposed ordinance into the record.

Sherry Sutphen, County Attorney, and Ms. Culpepper addressed concerns raised by the Commission.

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

Commissioner Roberts moved to approve and adopt by Ordinance the 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 19 (Ord. No. 20-21-21).***

10. ACTION AGENDA

Commissioner Campbell moved approval of the action agenda as presented. Commissioner Rapp seconded the motion.

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

A. Request approval to concur with the Florida Department of Health's appointment of Shane Lockwood, MHP, as the Administrator of the Florida Department of Health in Highlands County.

Mr. Mark Lander, Interim Deputy Secretary for County Health Systems, presented the request to appoint Mr. Shane Lockwood, MHP, as the Administrator of the Florida Department of Health in Highlands County.

Mr. Lockwood addressed the Board briefly and thanked them for welcoming him aboard.

Commissioner Roberts moved approval to concur with the Florida Department of Health's appointment of Shane Lockwood, MHP, as the Administrator of the Florida Department of Health in Highlands County, pursuant to Section 154.04, Florida Statutes. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 23.***

B. Request approval to submit a letter of support of the Historic Preservation Commission's recommendation to request the City of Sebring preserve and evaluate both the Clovelly House and Weigle House for historic designation.

Sandra Vazquez, Planner I, presented the request and addressed concerns raised by the Commission.

Chairman Kirouac opened the floor for public comment. Input was received from Ms. Georgia Eshelman, Donna Davis, Michelle Gresham, and Larry Overfield.

City of Sebring Mayor John Shoop addressed the Board.

The Commission expressed their concerns in great detail.

Commissioner Roberts moved approval to send a letter to the City of Sebring with a recommendation to the City Council asking them to preserve the Weigle House and the Clovelly House, to preserve these historic structures. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye, except Commissioner Campbell and Commissioner Kirouac, who voted nay. The motion carried. ***See SMB 144 Page 24.***

C. Consideration of a proposal from the Sebring Pickleball Club to construct eight pickleball courts at the Highlands County Sports Complex.

Ric Fleeger, Parks & Facilities Superintendent, presented the request. Mr. Dana Adams and Mr. David Smith, with the Sebring Pickleball Club, addressed the Board. The Commission addressed their comments and concerns.

Casey Hartt, TDC Lead Marketing Consultant, addressed the Board.

Chairman Kirouac opened the floor for public comment. Input was received from Donna Davis.

Commissioner Tuck moved to direct staff to explore the construction and operation of pickleball courts. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 25.***

D. Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Invasive Plant Management Assets; Providing for Legislative Findings and Intent; Providing for Approval of County Maintained Roadways; 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.

Jonathan Harrison, Road & Bridge Director, and Christopher Mayhew, Invasive Plant Management Supervisor, presented the request.

Commissioner Tuck moved approval of the Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Invasive Plant Management Assets; Providing for Legislative Findings and Intent; Providing for Approval of County Maintained Roadways; 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.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 26 & Res. Book 32 Page 10 (Res. No. 20-21-141).***

E. Request to hear the appeal of "habitual violator" status of Waste Connections pursuant to Section 13.4 of the Solid Waste Franchise Agreement between Waste Connections and Highlands County or consider a Solid Waste Franchise Agreement amendment.

Randy Vosburg, County Administrator, Sherri Sutphen, County Attorney, and Clinton Howerton, Jr., County Engineer, presented the request. Mr. Vosburg stated that staff is comfortable with what has been proposed from both parties. Mr. Howerton addressed the proposed revisions to the solid waste contract. Ms. Sutphen helped address concerns raised by the Commission. Chairman Kirouac questioned if the Board agrees to the contract modifications, they would be dropping the "habitual violator" claim against Waste Connections but could reintroduce the claim if problems continue and would this legally allow the county to go out for an RFP. Ms. Sutphen stated that the habitual violator process is not being modified in the contract and stated that further revisions can be made to the contract to suit the Board.

Chairman Kirouac opened the floor for public comment. Input was received from Sam Machotka and Larry Overfield.

Commissioner Tuck moved to direct staff to finalize proposed changes to the Solid Waste Franchise Agreement between Waste Connections of Florida, Inc., and Highlands County in lieu of entering a finding ref appeal of Habitual Violator letter of May 7, 2021. Commissioner Campbell seconded the motion.

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

F. Presentation to consider the Proposed Budget for FY 21/22.

David Nitz, OMB Manager, and Angie Bollinger, Senior Budget Analyst, briefly presented the Proposed Budget for FY 21/22 and addressed concerns raised by the Commission. The County Administrator stated that two good indicators of the financial health of the county are that the fund balance is above the three months and the current amount of the fund balance. ***See SMB 144 Page 27.***

The public hearing to adopt the FY 21/22 Proposed Budget is scheduled for Thursday, September 9, 2021, at 5:30 p.m. The public hearing to adopt the FY 21/22 Tentative Budget is scheduled for Tuesday, September 21, 2021, at 5:30 p.m.

The Commission thanked staff for the presentation.

G. Request approval to move forward with the sale of 574 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.

Tanya Cannady, Business Services Director, and Brandon Gunn, Purchasing Agent, presented the request. Sherry Sutphen, County Attorney, stated that the sale and purchase agreements are no longer part of the sale process. Since the county is not warranting any property, Ms. Sutphen stated there is no reason to enter into an agreement and that the deeds are provided to customers upon proper payment.

Commissioner Tuck moved approval of the sale of 574 County owned surplus properties and provide the Chair the authority to execute the deeds pursuant to policy. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 28 & County Deed file.***

H. Request approval of Budget Amendment 20-21-124 to provide funding for PEMT annual contribution.

David Nitz, OMB Manager, presented the request.

Commissioner Campbell moved approval of Budget Amendment 20-21-124 to provide funding for PEMT annual contribution. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 29.***

I. Request approval of Budget Amendment 20-21-126 and Resolution to appropriate additional revenue received by the Sheriff's Office.

Sheriff Paul Blackman presented the request.

Commissioner Roberts moved approval of Budget Amendment 20-21-126 and Resolution to appropriate additional revenue received by the Sheriff's Office. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 30 & Res. Book 32 Page 11 (Res. No. 20-21-142).***

J. Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance FY2021/2022 to Public Risk Insurance Advisors (PRIA) Agent of Record for Preferred Governmental Insurance Trust (Preferred). In response to request for proposal 21-012.

Randy Vosburg, County Administrator, presented the request.

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

Commissioner Rapp moved approval of the Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation Insurance Policies for FY 2021/2022, and annual contract period renewals upon mutual agreement to Public Risk Insurance Advisors (PRIA) Agent of Record for Preferred Governmental Insurance Trust (Preferred).

Upon roll call, all Commissioners voted aye. The motion carried. ***See Preferred Governmental Insurance Trust file.***

11. COUNTY ADMINISTRATOR AND LEGAL

A. County Attorney Status Report

Sherri Sutphen, County Attorney, presented the updated County Attorney status report. ***See SMB 144 Page 31.***

B. Commissioner's Priorities and the Project Status Report

Randy Vosburg, County Administrator, presented the updated Commissioner's Priorities and Project Status Report. ***See SMB 144 Page 32.***

Regarding COVID-19, Mr. Vosburg stated that the county continues to see a record number of positive cases and stated that staff is working very closely with hospital staff to offer as much help as possible. Mr. Vosburg also stated that staff is working diligently to look at further testing options.

In regards to surplus property, Mr. Vosburg stated that staff will soon bring forward a policy regarding the option of allowing non-profit agencies to purchase some of surplus property.

Mr. Vosburg shared that Tower Street is closed for sidewalk repairs in the Lake Placid area and stated that signs have been erected to indicate sidewalk closures. Mr. Vosburg also stated that the project is scheduled to be wrapped up this week.

12. COMMISSIONERS

Commissioner Campbell thanked the Young Farmers and Ranchers with Farm Bureau for hosting the human trafficking discussion that he attended.

13. INFORMATIONAL

A. **Board payables from August 17 through September 6, 2021.** *See Check Reports 2021.*

B. **Annual Fire Protection Assessment, Resolution No. 20-21-132.** *See SMB 144 Page 33.*

C. **Annual Solid Waste Assessment, Resolution No. 20-21-131.** *See SMB 144 Page 34.*

14. ADJOURN

Commissioner Campbell moved approval 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 adjourned at 1:21 p.m.

REGULAR MEETING OF THE BOARD, SEPTEMBER 07, 2021

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

Also, present: Randy Vosburg, County Administrator; Sherry Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

A moment of silence was observed for the recent passing of Supervisor of Elections Penny Ogg and Maura Palmer, District Secretary to Representative Kaylee Tuck.

2. INVOCATION
The meeting opened with a prayer led by Pastor David Smalley, with the Sebring Church of the Brethren.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Brenda Back, Chief Master Sergeant (Ret), US Air Force, Records Clerk from Highlands County BoCC Administration Department.

4. ANNOUNCEMENTS
The Construction Licensing, Enforcement and Appeals Board will meet at 7:00 p.m., on September 7, 2021, in the Boardroom, 600 S. Commerce Avenue, Sebring, FL.

The Highlands County Purchasing Department will hold a Mandatory Pre-Bid meeting to discuss ITB 21-025 Sebring Library Roof Replacement Project at 9:00 a.m., on September 8, 2021, at the Sebring Library, 319 Center Avenue, Sebring, FL.

The Highlands County Board of County Commissioners (through its appointed negotiating team) and the Highlands County Professional EMS & Fire, IAFF 5147 will hold a regular meeting for the purpose of contract negotiation on September 9, 2021, at 9:00 a.m., in the Highlands County Fire Rescue Headquarters Training Room, 4506 Kenilworth Blvd., Sebring, FL.

The Highlands County Board of County Commissioners will hold a Budget Public Hearing as required by State of Florida TRIM Compliance, on Thursday, September 9, 2021, at 5:30 p.m., in the Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and the Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on September 14, 2021, in the Boardroom of the Highlands County Government Center, 600 S. Commerce Avenue, Sebring, FL.

The Heartland Library Cooperative Governing Board will hold a regular meeting at 10:30 a.m., on Wednesday, September 15, 2021, at the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, FL.

The IDA/EDC Board will meet on Wednesday, September 8, 2021, at 7:30 a.m., at the Lake Placid Government Center at 1069 US Hwy 27 N., Lake Placid, FL.

Services will be held for Ms. Penny Ogg, Supervisor of Elections, at Stephenson-Nelson Funeral Home, 4004 Sebring Parkway, Sebring, Florida, with the visitation on Wednesday, September 8, 2021 from 4:00 p.m. to 7:00 p.m., and the funeral service on Thursday, September 9, 2021 at 11 :00 a.m.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, on behalf of the Clerk's Office, would like to express their deepest condolences to Mr. Brad Ogg and the entire Ogg family.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Recognition of Mr. Quavis Shuler and Mr. Jovanni Shuler for donation of funds for asphalt sealant and restriping of basketball courts at Carver Park.

Richard Fleeger, Parks & Facilities Superintendent, recognized Mr. Quavis Shuler and Mr. Jovanni Shuler for the donation of funds towards the basketball courts at Carver Park. ***See SMB 144 Page 36.***

B. Presentation on Regeneron Monoclonal Therapy.

Latosha Reiss, Emergency Management Manager, and Nancy Christenson, Vice President Advent Health, gave a brief presentation on Regeneron Monoclonal Therapy. ***See SMB 144 Page 37.***

7. PUBLIC COMMENT

Mrs. Amy Zwayer came before the Commission to comment on the Regeneron infusion sites and questioned if information would be provided on the County's website. Chairman Kirouac stated that information would be provided on the County's website and social media sites as well.

Mr. Larry Overfield came before the Commission to comment on the Regeneron Monoclonal Therapy.

8. CONSENT AGENDA

Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Campbell seconded the motion.

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

A. Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 21-22. *See Library Agreements file.*

B. Request approval of County Surplus Disposal, to waive the two-step Procedure for Disposable Tangible Personal Property, and to allow the Surplus to be disposed of by utilizing the Board's contract with Gov-Deals and Insight Auctioneers auction service companies pursuant to Section 274.05, Florida Statutes. *See SMB 144 Page 38.*

C. Request approval to extend Waiver of Fees and Damage Deposit for the Redbeach Community Homeowners for the rental of the Desoto Community Center for Fiscal Year 2021-2022. *See SMB 144 Page 39.*

D. Request approval of the Triple Crown of Paddleboard/Pro Watercross – Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and

the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21. *See Tourist Development Council file.*

E. Request approval to change the position of Office Manager at the Landfill to Solid Waste Accounting Manager including pay grade and job description changes. *See SMB 144 Page 40.*

F. Request approval to change pay grade for the position of Mechanic Helper in the Road & Bridge Department form a 101 to a 103 pay grade and job description change. *See SMB 144 Page 41.*

G. Request approval to change pay grade for the position of Risk Management Coordinator in the Business Services Department from a 115 to a 113 pay grade and to change the direct supervisor in charge of this position. *See SMB 144 Page 42.*

H. Request approval of Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care (AHCA) relating to intergovernmental transfer to the State for the supplemental payment program for Medicaid managed care patients for State FY 2021-2022. *See Emergency Medical Services file.*

I. Request approval of Budget Amendment 20-21-130 and associated Resolution to set up Project 20067 Centennial Mural(s). *See Res. Book 32 Page 13 (No. 20-21-158) & SMB 144 Page 43.*

J. Request approval of Budget Amendment 20-21-136 and Resolution for Project 18034 Fire/EMS Administration Building. *See Res. Book 32 Page 14 (No. 20-21-159) & SMB 144 Page 44.*

K. Request to approve Budget Amendment 20-21-128 for a facilitated process improvement project to address Commissioner Priority 4: Work to streamline bureaucracy to protect and grow economy; encourage economic development to focus on grants to retain and expand existing businesses and keep an eye on new opportunities. *See SMB 144 Page 45.*

L. Interlocal Agreement between Highlands County Sheriff's Office and Highlands County for Criminal Justice Information Exchange and Use. *See Sheriff's Office file.*

M. Request approval of Budget Amendment 20-21-132 and Resolution for Project 20068, EMPA/EMPG Base Grant. *See Res. Book 32 Page 15 (No. 20-21-160) & SMB 144 Page 46.*

N. Request approval of the minutes from the June 15, 2021 and July 06, 2021 regular meetings of the Board. *See Clerk of Courts website.*

9. PUBLIC HEARING

A. Request to approve a Resolution for closing a portion of a 40-foot Platted Right of Way lying East of Lots 7 & 8 and West of Lots 9 & 10 of DeSoto City Farm Lots.

Clinton Howerton, Jr., County Engineer, presented the request and read the caption of the Resolution 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 Kirouac opened the floor for public comment. Input was not provided.

Commissioner Roberts moved approval of the vacation of right of way as described in the attached Resolution to be vacated, abandoned, discontinued, closed, and all rights of the county and the public in and to the section of the road and any lands in connection therewith be and they are hereby renounced and disclaimed. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 16 (No. 20-21-143), SMB 144 Page 47 & Proof of Publication file.***

10. ACTION AGENDA

Commissioner Tuck moved approval of the action agenda as presented. Commissioner Rapp seconded the motion.

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

A. Request approval of Budget Amendment 20-21-135 and Resolution Pre-EOY Project Closures and Clean up.

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

Commissioner Tuck moved approval of Budget Amendment 20-21-135 and associated Resolution. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 17 (No. 20-21-161) & SMB 144 Page 48.***

B. Request to approve a Mural Commemorating the Establishment of Highlands County, including Guidelines and Location for the Proposed Mural.

Sandra S. Vazquez, Planner I, representing the Historic Preservation Commission, and Leah Sauls, Development Services Director, presented this request.

The Commission expressed their concerns in great detail.

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

Commissioner Tuck moved approval of the 100-Year Commemorative Mural Guidelines as recommended by the Historic Preservation Commission and requested for the Board to select a location from Exhibit 2, remove “Founders and important people recognized in the county” and “County icons” from the list, and add “Archbold Biological Station” and “Edna Pierce Lockett Property” to the list. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 49.***

C. Request approval of The Florida Medal of Honor Memorial Committee’s request for in-kind support not to exceed $50,000.00 from the Highlands County Board of County Commissioners.

Mike Borders, Chairman of the Florida Medal of Honor Memorial Committee, gave a brief presentation of this request.

Randy Vosburg, County Administrator, stated that discussions have taken place with the City of Sebring, prior to the memorial proposal, regarding their desire to give or sell this property to the county, and stated he feels confident they can work out these details with the City.
The Commissioners expressed their concerns in great detail.

Clinton Howerton, County Engineer, stated that the total cost for removing the Girl Scout House and pavilion should be less than $10,000 and if the Board wished, the waiving of the tipping fees would lessen the impact.

Sherry Sutphen, County Attorney, stated that because of the permitting and approval process to have the property demolished, the process would be not be a quick one, and it would need to go through the City of Sebring's Historic Preservation Board as well.

Commissioner Campbell moved approval of in-kind support up to $50,000.00 for the Florida Medal of Honor Memorial, Inc. project. Commissioner Tuck seconded the motion.

Jerome Kaszubowski, Clerk of Courts, stated that he fully supports the Commission on this project and suggested they plan another location for a pavilion, as the current one is used quite frequently, more so in the past before COVID.

Chairman Kirouac opened the floor for public comment. Input was provided by Larry Overfield and Chantel Gilmore.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 50.***

D. Request approval of Budget Amendment 20-21-137 and associated Resolution to establish the budget for Building Fund administrative fees due to the General Fund for prior years.

David Nitz, OMB Manager, Business Services Director, presented the request.

Commissioner Tuck moved approval of Budget Amendment 20-21-137 and associated Resolution for prior year's administrative feeds due to the General Fund. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 51.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, presented the updated County Attorney Status Report. ***See SMB 144 Page 52.***

Ms. Sutphen provided status updates on the following:

- **Humane Society** – Ms. Sutphen stated that the Board previously directed the Legal Department, in conjunction with the Humane Society, to draft amendments to the Animal Control Ordinance, and that comments were received from Ms. Judy Spiegel. Ms. Sutphen also stated that she and Garrett Roberts, Attorney for the Sheriff's Office, will meet this week and will provide comments back to Ms. Spiegel.

- **Lawsuits** – Ms. Sutphen stated there have not been any new lawsuits filed against the county within the last month.

- **Supervisor of Elections Lawsuits** – Ms. Sutphen stated there are several lawsuits filed against the Elections Office and said staff will work closely with Elections' staff and with the attorney assigned to represent the county from the insurance company to ensure they have all the information needed.

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report. ***See SMB 144 Page 53.***

C. 3rd Quarter Analysis of Revenues and Expenditures.

David Nitz, OMB Manager, and Angie Bollinger, Senior Budget Analyst, gave a brief presentation on the 3rd Quarter Analysis of Revenues and Expenditures. ***See SMB 144 Page 54.***

In regards to Commissioner Tuck's suggestion of diverting funds from the TDC's regular account into the asset account to make it grow faster, Mr. Vosburg stated that he will mention this to Leah Sauls, Development Services Director, so she can question if the committee is interested in bolstering their asset account and will report back to the Board.

12. COMMISSIONERS

Commissioner Campbell recognized the Lake Placid football team who traveled this past weekend to Thomasville, GA and played their hearts out there.

Commissioner Tuck stated that last week was a hard week for her with the loss of close friends, colleagues, and Mrs. Penny Ogg.

Commissioner Roberts stated that he and many others are crushed over the loss of Mrs. Penny Ogg and asked that her family and friends be kept in prayer.

Commissioner Rapp stated Mrs. Ogg was always full of grace and calmness and will be sorely missed.

Commissioner Rapp questioned Randy Vosburg if he has an update from the consultants working on the American Relief Plan Act (ARPA). Mr. Vosburg stated he plans to bring information before the Board at the meeting scheduled for September 21, 2021.

Chairman Kirouac thanked the Commission for their comments and stated he too is saddened by the loss of Mrs. Ogg and all those who have lost their lives due to COVID. Chairman Kirouac shared that Mr. Vosburg has reached out to the Elections staff to assist them in any way possible and to ask that they remain strong.

13. INFORMATIONAL

A. Board payables from September 7-20, 2021. *See Check Reports 2021 file.*

14. ADJOURN

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

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

The meeting was adjourned at 12:02 p.m.

PUBLIC HEARING OF THE BOARD to consider the FY 2021-2022 PROPOSED BUDGET

SEPTEMBER 09, 2021

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

Also, present: Randy Vosburg, County Administrator; Sherry 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 David Smalley, with the Sebring Church of the Brethren.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Stanley Epling, Veteran Service Specialist, US Navy, from the Highlands County Veteran Service Office.

4. Reading of the announcement sheet into the record by the Chair
Chairman Kirouac 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 144 Page 58.***

5. Public hearing statement (read by Chairman) to identify the millage rate and the purpose of the public hearing.
Chairman Kirouac read into the record the public hearing statement identifying the millage rate and purpose of the public hearing. ***See SMB 144 Page 59.***

6. Budget Presentation by OMB Staff

A. Presentation of the Fiscal Year (FY) 2021-2022 Proposed Budget Power Point
David Nitz, OMB Manager, gave a brief presentation on the Proposed Budget for FY 2021/2022. ***See SMB 144 Page 60.***

7. 1st Budget Public Hearing open to public input, discussion and comments.
Chairman Kirouac opened the floor to the public. Input was not provided.

8. Motions for Resolutions for the adoption of the FY 2021-2022 Budget.

A. Review of the Proposed Budget for FY 21/22 and request adoption of Resolutions as required by the Florida Department of Revenue.

- **Resolution adopting the Tentative Millage Rate**

Commissioner Campbell read into the record the Resolution adopting the Tentative Millage Rate for FY 21/22.

Commissioner Tuck moved approval to adopt the 8.5500 Millage Rate Budget (FY 21/22). Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 37 & SMB 144 Page 61.***

- **Resolution adopting the Tentative Budget**

Commissioner Rapp read into the record the Resolution adopting the Tentative Budget for FY 21/22.

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

Commissioner Tuck stated she is proud of the OMB Team, the County Administrator, and all department directors for bringing this budget before the Commission and expressed that they all have done a great job.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 32 Page 38 & SMB 144 Page 61.***

- **Resolution adoption the Budget for Municipal Service Units and Districts**

Commissioner Roberts read into the record the Resolution adopting the budget for the municipal service units and districts.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 39 & SMB 144 Page 61.***

Chairman Kirouac announced that the final public hearing for adoption of the FY 2021/2022 Budget will be held on September 21, 2021, at 5:30 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, and an advertisement will be placed in the local newspaper prior to that date.

9. ADJOURN

The meeting adjourned at 5:57 p.m.

REGULAR MEETING OF THE BOARD, SEPTEMBER 21, 2021

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

Also, present: Randy Vosburg, County Administrator; Sherry Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Associate Pastor Reid Kitchen, with the Maranatha Baptist Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Richard "Ric" Fleeger, US Army (Ret), Park & Facilities Superintendent, Highlands County.

4. ANNOUNCEMENTS
The Highlands County Purchasing Department will hold a meeting on Tuesday, September 21, 2021, at 2:00 p.m., in the Engineering Training Room, 2nd Floor, 505 S. Commerce Avenue, Sebring, FL.

The Highlands Soil & Water Conservation District will hold a meeting on Tuesday, September 21, 2021, at 3:00 p.m., in Conference Room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Highlands County Board of County Commissioners will hold a Final Budget Public Hearing on Tuesday, September 21, 2021, at 5:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners (through its appointed negotiating team) and the Highlands County Professional EMS & Fire, IAFF 5147 will hold a regular meeting for the purpose of contract negotiation on September 22, 2021, at 9:00 a.m., in the Highlands County Fire Rescue Headquarters Training Room, 4506 Kenilworth Blvd., Sebring, FL.

The Highlands County Purchasing Department will hold a meeting for the purpose of discussing submissions received pertaining to 21-021 Economic Development Marketing, on Tuesday, September 23, 2021, at 1:00 p.m., in the Engineering Training Room, 2nd Floor, 505 S. Commerce Ave., Sebring, FL.

The Highlands County Health Facilities Authority will meet on Thursday, September 30, 2021, at 8:30 a.m., in the City Council Chambers of the City of Sebring, 368 S. Commerce Ave., Sebring, FL.

The Historic Preservation Commission will hold a regular meeting on Thursday, September 30, 2021, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. County Administrator Randy Vosburg, Presentation of Years of Service Awards.

Randy Vosburg, County Administrator, presented the request and opened the floor for directors to recognize employees for their years of service to Highlands County. ***See SMB 144 Page 62.***

Randy Vosburg, County Administrator, presented awards to the following:

- Clinton Howerton, Jr., County Engineer, for his 5 years of service to Highlands County.
- Ric Fleeger, Parks & Facilities Superintendent, for his 15 years of service to Highlands County.

Clinton Howerton, Jr., County Engineer, presented awards to the following:

- Glenna Thompson, Public Works Specialist, for her 5 years of service to Highlands County.
- Scott Kreulen, Traffic Technician III, for his 25 years of service to Highlands County.
- Cheryl Gelinas, Public Works Specialist, for her 25 years of service to Highlands County.

Chief Marc Bashoor, Public Safety Director, presented awards to the following:

- Chelsea Whitmire, Emergency Medical Technician, for her 5 years of service to Highlands County.
- Brett Hogan, Battalion Chief, for his 5 years of service to Highlands County.

Jonathan Harrison, Road & Bridge Director, presented awards to the following:

- Carlos Cirino, Finish Equipment Operator Grader, for his 15 years of service to Highlands County.
- James Smith, Patch Crew Leader, for his 15 years of service to Highlands County.
- Raymond Moro, Road Construction Supervisor, for his 20 years of service to Highlands County.
- Robert Edmondson, Equipment Operator III, for his 25 years of service to Highlands County.

Ric Fleeger, Parks & Facilities Superintendent, presented awards to the following:

- Karola Lucas, Custodian, for her 15 years of service to Highlands County.

B. Recognition of Highlands County Tourism Awards.

Casey Hartt, TDC Lead Marketing Consultant, recognized Tenille Drury-Smith and the Sebring Chamber of Commerce for their Sebring Soda Festival where throughout the state they received 1st place for their website, 1st place for their t-shirt, and 2nd place for their volunteer program. ***See SMB 144 Page 63.***

C. Three-Year HCFR Review.

Chief Marc Bashoor, Public Safety Director, briefly presented the Three-Year Update of the Highlands County Fire Rescue Department. ***See SMB 144 Page 64.***

Chief Bashoor provided an update on the Emergency Management Department and stated that crews are currently out surveying the widespread reports of roadway flooding and ditch overruns and will report back to the National Weather Service.

Chief Bashoor provided an update on COVID and stated there is an upcoming Community Vaccination Day that will be coordinated by the Department of Health and as soon as more information becomes available it will be announced on social media. Chief Bashoor stated that Highlands County's vaccination rate stands at

61% for everyone over the age of 12 and the monoclonal infusion site remains open 7 days a week from 9:00 a.m. – 5:00 p.m.

Randy Vosburg, County Administrator, and the Commission recognized Chief Bashoor for his service and accomplishments to Highlands County.

7. PUBLIC COMMENT

John Drennan came before the Commission to comment on the shell road issues, he is experiencing on his street, Meadowlark Avenue, and addressed his interest in crushed concrete to replace the shell road. Jonathan Harrison, Road & Bridge, commented on the issue.

Shannon Breeds came before the Commission to comment on honoring or memorializing Penny Ogg, Supervisor of Elections, who recently passed away. Chairman Kirouac thanked Ms. Breeds for her input and stated that Mrs. Ogg was a crucial part to the county. Commissioner Tuck thanked Ms. Breeds for bringing this topic before the Commission and suggested that they name the (Commission) boardroom or a building as such in Mrs. Ogg's honor.

Mike Forsythe came before the Commission to comment on the Lake Grassy issues. Randy Vosburg, County Administrator, and Jonathan Harrison, Road & Bridge Director, commented on the issue and requested Mr. Forsythe contact staff and they will assist with giving him information to reach out to the state on these issues and answer more questions that he may have.

8. CONSENT AGENDA

Commissioner Campbell moved approval of the consent agenda as presented. Commissioner Roberts seconded the motion.

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

A. Request approval to extend Waiver of Fees for Nu-Hope Elder Care Services, Inc. for the rental of the Agri-Civic Center Auditorium for Fiscal Year 2021-2022. *See SMB 144 Page 65.*

B. Request to approve Amendment No. 1 to Agreement No. 20148 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the floating boarding dock, construction of a ADA wheelchair accessible dock, a ADA wheelchair accessible sidewalk to the entrance to the dock, and a fish weigh-in station at the Windy Point Boat Ramp in Highlands County. *See Florida Fish & Wildlife Commission file.*

C. Request approval of an Interlocal Agreement between Highlands County, Florida, and the Town of Lake Placid, Florida, for the provision of planning services. *See Town of Lake Placid file.*

D. Request to approve edits to the Tourism Event Grant Program, updating the post event summary report and room verification form. *See SMB 144 Page 66.*

E. Communications Site License Agreement between NewCingular Wireless PCS, LLC and Highlands County. *See Lykes Brothers, Inc. file.*

F. Request approval of the Board of County Commissioner's regular board meetings and Special Improvement District's meeting schedule for 2022. *See SMB 144 Page 67.*

G. Request approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit during the year 2022, less the observances of the Rosh Hashanah and Yom Kippur holidays. *See SMB 144 Page 68.*

H. Request approval of Budget Amendment 20-21-138 for 2nd quarter reemployment charges. *See SMB 144 Page 69.*

I. Request approval of Budget Amendment 20-21-140 and Resolution to make adjustments to the encumbrances rolled forward from FY 19/20 into FY 20/21. *See Res. Book 32 Page 40 (No. 20-21-167) & SMB 144 Page 70.*

J. Request approval of the minutes from the July 13, 2021 Workshop of the Board to consider the FY 21-22 Budget. *See Clerk of Courts website.*

9. PUBLIC HEARING

A. Public Hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-21-591SS, for approximately 0.15 acres, from High Density Residential (RH) to Commercial (C).

B. Public hearing to consider adoption of P&Z Hearing No. 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres, from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2).

Sandra S. Vazquez, Planner I, and Melony Culpepper, Planning Supervisor, presented items 9A and 9B together as they both pertain to the same property. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Vazquez questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no. Ms. Vazquez read the caption of the proposed ordinance into the record and stated that the applicant is present to answer any questions.

The Commission expressed their concerns.

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

Commissioner Tuck moved to approve and adopt by Ordinance, CPA-21-591SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 0.15 acres, from High Density Residential (RH) to Commercial (C), and transmit CPA-21-591SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Ordinance Book 19 (Ord. No. 20-21-22) & Comprehensive Plan Amendment file.***

Commissioner Roberts moved to approve and adopt by Resolution, P&Z Hearing No. 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres, from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 41 (No. 20-21-168) & Zoning Change file.***

C. Public Hearing to consider approval of Florida Health Sciences Center d/b/a Tampa General Hospital, Aeromed, application for a Class 4 Certificate of Public Convenience and Necessity (COPCN).

Chief Marc Bashoor, Public Safety Director, presented the request. The public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Mr. Matt Burnett, Chief Flight Nurse for Aeromed, came before the Commission to comment that Aeromed has been functioning out of Sebring Airport for 27 years and answered questions raised by the Commission.

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

Commissioner Tuck moved to approve Florida Health Sciences Center, d/b/a Tampa General Hospital, Aeromed, Certificate of Public Convenience and Necessity (COPCN). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Aeromed file, Proof of Publication file & SMB 144 Page 71.***

D. Public hearing to consider approval of Positive Mobility, Inc. d/b/a Positive Medical Transport application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).

Chief Marc Bashoor, Public Safety Director, 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.

Chairman Kirouac questioned if the applicant was present and Chief Bashoor stated that they are not.

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

Commissioner Rapp moved to approve Positive Mobility, Inc., d/b/a Positive Medical Transport, application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN). Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Positive Mobility, Inc. d/b/a Positive Medical Transport file, Proof of Publication file & SMB 144 Page 72.***

10. ACTION AGENDA

Commissioner Roberts moved approval of the action agenda as presented. Commissioner Campbell seconded the motion.

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

A. Request for confirmation of the employment of Ellison L. Stearns, III, as the Highlands County Public Safety Director.

Randy Vosburg, County Administrator, presented the confirmation of Ellison L. Stearns, III, as the Highlands County Public Safety Director. Mr. Ellison L. Stearns, III, thanked staff and the Commission for the process they put forward and recognized Chief Marc Bashoor and his staff on their efforts for the last three years.

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

Commissioner Tuck moved to confirm Ellison L. Stearns, III, as the Highlands County Public Safety Director, pursuant to Section 125.74(k), Florida Statutes. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 73.***

The Commission welcomed Mr. Stearns aboard.

B. Review Project Risk Ranking Report for the ARPA "Respond, Recover, Rebuild" (RRR) Plan.

Liz Barber, Legislative Affairs & Grants Coordinator, and Joseph Sheets, Senior Consultant with Government Services Group, Inc. (GSG), gave a brief presentation on the project risk assessment ranking report and spreadsheet recommended by staff on the county's proposed projects of ARPA funds.

Commissioner Tuck stated that the Town of Lake Placid has sent in an application for revolving state funds and asked Lake Placid Town Councilman Ray Royce to comment on this topic. Mr. Royce came before the Commission on behalf of the Town of Lake Placid to confirm that the Town has applied to the state for various wastewater projects but is unsure on their status on the approval process and commented on the Town's approach of a potential septage waste site.

The Commission expressed their concerns with staff in great detail. Ms. Barber and Mr. Sheets answered questions raised by the Commission.

Commissioner Roberts moved to approve Highlands County's RRR Plan as presented, pending the US Treasury's Final Rule. Commissioner Tuck seconded the motion.

Chairman Kirouac opened the floor for public comment. Input was provided by Mr. Larry Overfield, Mr. Ray Royce and Ms. Chantel Gilmore.

Jerome Kaszubowski, Clerk of the Courts, questioned what budgetary procedure will staff follow so this does not become a huge administrative burden on the Clerk's Office and the Board's OMB Department. Mr. Vosburg stated staff will discuss this further with the Clerk's Office in order to help make this process as easy as possible.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 74.***

C. Request approval of two (2) Health Services Grant Agreements for FY 2021-2022 per the recommendation of the Highlands County Hospital District Board.

Ingra Gardner, Community Programs Director, presented the request.

Commissioner Roberts stated that he is the Chairman of the Board for the Champion for Children Foundation and this request would be a voting conflict. He also questioned if there was a possibility he would have to step down as chairman. Sherry Sutphen, County Attorney, stated that she has reviewed the statute with respect to whether Commissioner Roberts is considered doing business with his agency and stated he would not need to step down and can vote on this request as there is no personal financial gain.

The Commission further discussed their concerns in great detail with Ms. Sutphen and the County Administrator.

Commissioner Campbell moved to approve the two (2) Health Services Grant Agreements for FY 2021-2022 for the Champion for Children Foundation of Highlands County per the recommendation of the Highlands County Hospital District Board. Commissioner Rapp seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Highlands County Hospital District Board file.***

D. Request approval of seven (7) Health Services Grant Agreements for FY 2021-2022 per the recommendation of the Highlands County Hospital District Board.

Ingra Gardner, Community Programs Director, presented the request.

Commissioner Roberts moved to approve the seven (7) Health Services Grant Agreements for the FY 2021-2022 per the recommendation of the Highlands County Hospital District Board. Commissioner Campbell seconded the motion.

Chairman Kirouac opened the floor for public comment. Input was provided by Mr. Larry Overfield.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Highlands County Hospital District Board file.***

E. Request approval to appoint a commissioner to serve as Highlands County's "County Champion" for Broadband.

Randy Vosburg, County Administrator, presented the request, stating that the request came from the Florida Association of Counties.

Commissioner Rapp moved approval to appoint Commissioner Campbell to serve as the "County Champion" for Broadband. Commissioner Tuck seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 75.***

F. Request approval of the Tourism Development Council's recommendation for the 2021-2022 Marketing Plan and Budget.

Casey Hartt, Lead Marketing Consultant, presented the request with a brief presentation.

Commissioner Campbell recognized Ms. Hartt for the great job she has been doing and the awards she has received on behalf of the TDC (Tourism Development Council) and stated that June 2021 was the best month the TDC has ever had.

The Commission expressed their comments and concerns in great detail and Ms. Hartt addressed their questions.

Commissioner Campbell moved approval of the Tourism Development Council's recommendation for the 2021-2022 Marketing Plan and Budget. Commissioner Tuck seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 144 Page 76.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, presented the updated County Attorney Status Report. ***See SMB 144 Page 77.***

Ms. Sutphen addressed the Commission on the possibility of the creation of a Citizen Advisory Committee stemming from the Meeting of the Districts that they have after this meeting. She stated some citizens have already expressed interest and requested direction from the Commission. The Commission expressed their concerns and stated they will continue discussions with staff.

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report. ***See SMB 144 Page 78.***

Mr. Vosburg provided an update on the locations of the recycling community bins stating that they are in process with all 3 jurisdictions and will bring this back to the Board.

Mr. Vosburg provided an update on the property for the Medal of Honor and stated he spoke with Scott Noethlich, City of Sebring Administrator, who had asked him to send him an official letter to which he did, requesting a donation of property, and that the City (Sebring) should be discussing this tonight at their city meeting.

12. COMMISSIONERS

Commissioner Tuck stated that she would like to reiterate on the possibility of naming a room or a building in honor of Mrs. Penny Ogg. Mr. Vosburg stated that staff can implement their Board-adopted policy and see that it gets a committee together and bring it back before the Board. Commissioner Roberts stated that once a committee is established, he would like to see several recommendations for consideration to honor Mrs. Ogg.

Commissioner Tuck shared concerns received from a citizen in the Maranatha area regarding concerns with SR 17 and a request to possibly set up a traffic light in the area. Commissioner Tuck stated the County Engineer and Duke Energy have been contacted and asked Mr. Vosburg to add this item to the projects list.

13. INFORMATIONAL

A. Board payables from September 21, 2021 – October 4, 2021. *See Check Reports 2021 file.*

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 12:58 p.m.

PUBLIC HEARING OF THE BOARD to consider the FY 2021-2022 TENTATIVE BUDGET

SEPTEMBER 21, 2021

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

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

The 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 Pastor Chantel Gilmore, with the Bountiful Blessings Church of God.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Denise Williams, US Army & Highlands County Veteran Service Officer

4. Public hearing statement (read by Chairman) to identify the millage rate and the purpose of the public hearing.
Chairman Kirouac read into the record the public hearing statement identifying the millage rate and purpose of the public hearing. ***See SMB 144 Page 80.***

5. Budget Presentation by OMB Staff

A. Presentation of the Fiscal Year (FY) 2021-2022 Tentative Budget Power Point.
David Nitz, OMB Manager, and Angie Bollinger, Senior Budget Analyst, gave a brief presentation on the Tentative Budget for FY 2021/2022. ***See SMB 144 Page 81.***

Mr. Nitz recognized the OMB staff for their help during this past budget cycle.

6. Final Budget Adoption Public Hearing open to public input, discussion and comments.
Chairman Kirouac opened the floor to the public. Input was received from Beth Degnan.

7. Motions for Resolutions for the adoption of the FY 2021-2022 Budget.

A. Review of the FY 2021-2022 Tentative Budget and Adoption of Resolutions as required by the State Department of Revenue.

- **Resolution of Final Millage**

Commissioner Campbell read into the record the Resolution adopting the Final Millage Rate for FY 21/22.

Commissioner Tuck 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 32 Page 43 & SMB 144 Page 82.***

- **Resolution of Final Budget**

Commissioner Tuck read into the record the Resolution adopting the Final Budget for FY 21/22.

Commissioner Campbell 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 32 Page 44 & SMB 144 Page 82.***

- **Resolution of Special Benefit Assessment District's Budget**

Commissioner Roberts read into the record the Resolution adopting the Special Benefit Assessment District's Budget for FY 21/22.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 45 & SMB 144 Page 82.***

- **Resolution of Fee Schedule**

Commissioner Rapp read into the record the Resolution adopting the Fee Schedule for FY 21/22.

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 32 Page 46 & SMB 144 Page 82.***

- **Resolution of the Capital Financial Strategy (CFS)**

Commissioner Campbell read into the record the Resolution adopting the Capital Financial Strategy (CFS) for FY 21/22.

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

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 32 Page 47 & SMB 144 Page 82.***

8. ADJOURN

The meeting adjourned at 5:57 p.m.

REGULAR MEETING OF THE BOARD, OCTOBER 05, 2021

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

Also, present: Randy Vosburg, County Administrator; Sherry Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Reverend George Miller, with the Emmanuel United Church of Christ.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Harry Marsh, US Army, President of the Military Order of the Purple Heart, Chapter 601, Sebring, FL.

4. ANNOUNCEMENTS
The Construction Licensing, Enforcement and Appeals Board will meet at 7:00 p.m., on October 5, 2021, in the Boardroom of the Highlands County Government Center, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of Highlands County Code Enforcement Thomas Dolney, Special Magistrate, will be held at 1:30 p.m., on October 6, 2021, in the Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a regular meeting on October 7, 2021 at 3:30 p.m., in the Veteran Services Office, 7209 South George Blvd., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and the Local Planning Agency will be held at 3:00 p.m., on October 12, 2021, in the Boardroom of the Highlands County Government Center, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Insurance Committee will hold a regular meeting at 10:00 a.m., on October 14, 2021, in the Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

The Istokpoga Marsh Watershed Improvement District will hold a meeting at 5:30 p.m., on October 18, 2021, in the Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL. One or more County Commissioners may be present.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing October 3-9, 2021, "National 4-H Week" in Highlands County.

Ms. Mackenna Crawford, Highlands County 4-H County Council President, and Mrs. Ashley H.K. Gill, Highlands County 4-H Agent/County Extension Director, presented the request. Ms. Crawford read the Proclamation into the record.

Commissioner Tuck moved to approve and adopt a Proclamation recognizing October 3-9, 2021, as "National 4-H Week" in Highlands County. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 48 & SMB 144 Page 83.***

B. Request approval of a Proclamation recognizing the month of October 2021 as "Safe Sleep Awareness Month".

Sarah Donaldson, RN, with the Nurse Family Partnership Program, presented the request and read the Proclamation into the record.

Commissioner Roberts moved to approve and adopt a Proclamation recognizing the month of October 2021 as "Safe Sleep Awareness Month". Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 49 & SMB 144 Page 84.***

7. PUBLIC COMMENT

Mr. Larry Overfield came before the Commission to comment on the October 2021 dedications.

Mr. Rick Buntenbach came before the Commission to comment on flooding concerns on Lakewood Road, Sebring, FL. Randy Vosburg, County Administrator, and Chairman Kirouac addressed Mr. Buntenbach's concerns.

Mr. JR Dean came before the Commission to comment on construction equipment creating ruts on private property on Lakewood Road, Sebring, FL. Chairman Kirouac and Mr. Vosburg addressed Mr. Dean's concerns.

8. CONSENT AGENDA

Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Campbell seconded the motion.

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

A. Request approval of the Amended Change Order form to modify GFNY Marathon Florida Sebring New Event Grant to allow reimbursement for Maintenances of Traffic (MOT) expenses. *See Tourist Development Council file.*

B. Request approval to extend Waiver of Fees for Special STARS (affiliated with Ridge Area ARC), for the rental of the O.S. Sam Polston Auditorium and Conference Room 1 at the Bert J. Harris, Jr. Agricultural Center. *See SMB 144 Page 85.*

C. Request to approve authorizing the Property Appraiser to extend the 2021 ad valorem property tax roll prior to completion of the Valuation Adjustment Board Hearings. *See SMB 144 Page 86.*

D. Request to approve and execute the plat of Palmetto at Altvater Road Commercial Properties for recordation. *See Plat Book 17 Page 47 & Palmetto at Altvater Road Commercial Properties file.*

E. Request approval of the State Housing Initiatives Partnership (SHIP) Program Annual Report for 2018-2019. *See State Housing Initiatives Partnership Program file.*

F. Request to waive the Landfill Tipping Fees for Highlands County Ag-Venture, Inc., November 16 through November 18, 2021. *See SMB 144 Page 87.*

G. Request approval of Budget Amendment 20-21-143 for 3rd quarter reemployment charges. *See SMB 144 Page 88.*

H. Request to rename Lott Grade (duplicate road name) to Open Road. *See SMB 144 Page 89.*

I. Request approval of the 2021-2022 Health Services Grant Agreement for South Florida State College Foundation, Inc. per the recommendation of the Highlands County Hospital District Board. *See Highlands County Hospital District Board file.*

J. Request approval of the Highlands County Industrial Development Authority's (IDA) recommendation to reappoint Craig Johnson, Jim Renfro, Dr. Thomas Leitzel, and newly appoint Ann Martin and Tommy Massey to the Highlands County IDA. *See SMB 144 Page 90.*

K. A resolution of the Highlands County Board of County Commissioners pertaining to economic development related confidentiality agreements. *See Res. Book 32 Page 50 (# 21-22-01) & SMB 144 Page 91.*

L. Accept Sebring Regional Airport Authority and Industrial Park Community Redevelopment Agency (CRA) 2021-2022 annual budget and budget amendments. *See Sebring Airport Authority file.*

M. Request approval of the Tourism Development Council Lead Consultant contract with Gray Dog Publishing, Inc. for Fiscal Year 21-22. *See Tourist Development Council file.*

N. Request approval of Budget Amendment 20-21-144 for Pre-EOY Negative Account balance Clean-Up in Various Cost Centers. *See SMB 144 Page 92.*

9. PUBLIC HEARING

A. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-21-584SS, for an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C).

B. Public hearing to consider adoption of P&Z Hearing No. 2074, changing the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3).

Sandra S. Vazquez, Planner I, presented items 9A and 9B together as they both pertain to the same property and stated that these items are a continuation from the August 17, 2021 Board meeting.

These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Vazquez questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no. Ms. Vazquez read the caption of the proposed ordinance into the record. The applicants' representative, Pamela T. Karlson, stated she is available to answer any questions.

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

Commissioner Tuck moved to approve and adopt by Ordinance, CPA-21-584SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.21 acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C), and transmit CPA-21-584SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Ordinance Book 19 (Ord. No. 21-22-01) & Comprehensive Plan Amendment file.***

Commissioner Rapp moved to approve and adopt by Resolution, P&Z 2074, changing the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 51 (Res. No. 21-22-02) & Zoning Changes file.***

C. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-21-589SS, for an approximate 4.44-acre parcel, from Agriculture (AG) to Industrial (I).

D. Public hearing to consider adoption of P&Z Hearing No. 2081, changing the Official Zoning Atlas for an approximate 4.44-acre parcel, from Agricultural District (AU) to Industrial District (I-2).

Sandra S. Vazquez, Planner I, presented items 9C and 9D together as they both pertain to the same property and stated that these items are a continuation from the August 17, 2021 Board meeting. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record.

Ms. Vazquez questioned if any of the commissioners held ex parte communications concerning these hearings. Commissioner Tuck stated her son works for this company and she had discussions with him about the property location and property plan. Because there is no financial gain, Commissioner Tuck stated that the County Attorney advised she will be able to vote on this issue. All other commissioners stated no.

Ms. Vazquez read the caption of the proposed ordinance into the record and stated that the applicants' agent Robert S. Swaine was present to answer any questions. Mr. Swaine came before the Commission and gave a brief presentation regarding their request.

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

Commissioner Roberts moved to approve and adopt by Ordinance, CPA-21-589SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.44-acre parcel, from Agriculture (AG) to Industrial (I), and transmit CPA-21-589SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Ordinance Book 19 (Ord. No. 21-22-02) & Comprehensive Plan Amendment file.***

Commissioner Campbell moved to approve and adopt by Resolution, P&Z 2081, changing the Official Zoning Atlas for approximately 4.44 acres from Agricultural District (AU) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 52 (Res. No. 21-22-03) & Zoning Changes file.***

10. ACTION AGENDA

Commissioner Tuck moved approval of the action agenda as presented. Commissioner Campbell seconded the motion.

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

A. Request Approval of the Highlands County Health Department's FY 21-22 Core Contract.

Tanya Cannady, Business Services Director, and Shane Lockwood, Health Department Director, presented the request.

Commissioner Roberts moved to approve the Highlands County Health Department (CHD) Core Contract for Fiscal Year 2021-2022 between the Highlands County Board of County Commissioners and the State of Florida. Commissioner Campbell seconded the motion.

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

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

Mr. Lockwood thanked the Commission for the opportunity and their support and stated that free COVID-19 mobile testing has started at the health department, Monday through Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 9:00 a.m. to 12:00 p.m. Mr. Lockwood also stated they have been working on press releases regarding the COVID-19 pandemic, as well as other public health issues.

B. Request approval of Budget Amendment 21-22-001 and Resolution to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals.

David Nitz, OMB Manager, presented the request.

Commissioner Tuck moved to approve Budget Amendment 21-22-001 and Resolution to realign the Sheriff's budgeted funds within the General Fund. Commissioner Campbell seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 53 (Res. No. 21-22-04) & SMB 144 Page 93.***

C. Request approval of a letter to Governor Ron DeSantis supporting the appointment of Karen Healy to the office of Highlands County Supervisor of Elections.

Randy Vosburg, County Administrator, presented the request and read the proposed letter into the record. Karen Healy expressed her gratitude for the support she and the Election's Office have received.

The Commissioners expressed their concerns due to the letter not requesting the consideration for Ms. Healy to fulfill the entire term. Mr. Vosburg and Ms. Sutphen stated that they can amend the letter and add that language for the duration of the remaining term.

Commissioner Tuck moved to approve of a letter to Governor Ron DeSantis supporting the appointment of Karen Healy to the office of Highlands County Supervisor of Elections for the duration of the term. Commissioner Rapp seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Supervisor of Elections file.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, presented the updated County Attorney Status Report. ***See SMB 144 Page 94.***

Ms. Sutphen informed the Commission there is an Equal Employment Opportunity Commission issue they are dealing with, but no actual litigation has been filed at this time.

Commissioner Tuck questioned the status on the North Tangerine Drive Special Warranty Deed. Ms. Sutphen stated they are getting this processed and it will be on the next agenda in October (October 19, 2021) for the Board to accept and finalize.

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report. ***See SMB 144 Page 95.***

Mr. Vosburg provided an update on a memorial to honor Mrs. Penny Ogg, stating that Laurie Hurner, Assistant County Administrator, has started the process.

Commissioner Tuck questioned Mr. Vosburg on the drainage issues on Lakewood Road. Mr. Vosburg addressed Commissioner Tuck's concerns and discussed the process it would involve regarding this issue.

Mr. Vosburg provided an update on the Medal of Honor park, stating the City of Sebring has pushed this item to hear it on October 19, 2021 and have asked that the letter from the Board be modified so that the property can be donated directly to the Medal of Honor Organization. The Commission had no opposition with the modification.

12. COMMISSIONERS

Commissioner Campbell expressed his concerns with the issues on Lakewood Road.

Commissioner Tuck stated she believes Mrs. Penny Ogg would be very proud of what the Commission did today, voting for Mrs. Karen Healy's appointment, and thanked the Commission.

Commissioner Roberts shared that his friend and local attorney, Scott LeConey, from the law offices of Ables, Craig & LeConey, passed away on Sunday, October 3, 2021 and stated his prayers are with his family and friends who are going through this tragedy.

Commissioner Rapp thanked Mrs. Karen Healy, and stated that Mrs. Ogg is proud of the vote today, but she would be very proud of Karen as well.

Chairman Kirouac agreed with Commissioner Rapp and stated he is looking forward to working with Karen and hopes that Governor DeSantis takes their advice and acts quickly on her appointment.

13. INFORMATIONAL

A. Board payables from October 5-18, 2021. *See Check Reports 2021 file.*

14. ADJOURN

Commissioner Tuck 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 10:09 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER:	**Leah Sauls, Development Services Director** **Sherry Sutphen, County Attorney**
SUBJECT/TITLE:	**(Revised) Request adoption of Resolution 21-22-18 pertaining to Florida Statue 155.40.**

STATEMENT OF ISSUE

As Highlands County is a county who meets the Florida Department of Economic Opportunity's (DEO) definition of an Economically Distressed Rural Community, it would be in the best interest of Highlands County's citizens and residents, for Highlands to be excluded from section (c), subsections (a) and (b) of Florida Statue 155.40 addressing the sale or lease of a county, district, or municipal hospital.

Highlands County is best positioned for self-analysis in determining the needs for and resources available to address access of affordable quality healthcare services, especially for indigent community members. Removing the restrictions around section (c), subsections (a) and (b) of Florida Statue 155.40, would allow Highlands County to address the specific and/or unique needs of our community.

RECOMMENDED ACTION

Move to approve the proposed revisions to Florida Statue 155.40 regarding the sale of Highlands Regional Medical Facility, and associated resolution, for submission to Representative Tuck and Senator Albritton in the upcoming legislative session.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legislation.2022.Hospital Sale.155.40.SGS.docx
Resolution support. amendiing 155.40.SGS.BH.final.pdf

A bill to be entitled

An act relating to the economic advancement of Rural areas of opportunity as designated by the Governor; amending s. 155.40 F.S.; allowing for discretionary use of all net proceeds derived from the sale or lease of a county, district or municipal hospital whose geographical boundaries lie within a county designated by the Governor as a Rural area of opportunity pursuant to s. 288.0656, F.S.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective upon this act becoming a law, paragraph (c) is added to subsection (16) of Section 155.40, Florida Statutes, as follows:

(16) If a county, district, or municipal hospital is sold or leased, the governing board shall:

(a) Deposit 50 percent of the net proceeds of the sale or lease into a health care economic development trust fund, which shall be under the control of the county commission of the county in which the property is located, if the hospital is a county hospital or district hospital whose geographic boundaries extend beyond a single municipality, or, if the hospital is a municipal hospital or district hospital whose geographic boundaries lie entirely within a single municipality, under the control of the city or municipal government in which the hospital is located. The use and distribution of the funds shall be at the discretion of a majority of the county commission if the hospital is a county hospital or district hospital whose geographic boundaries extend beyond a single municipality, or, if the hospital is a municipal hospital or district hospital whose geographic boundaries lie entirely within a single municipality, at the discretion of a majority of the members of the municipal government. The members

of the county commission or the municipal government, depending on the type of hospital being sold, shall serve as trustees of the trust fund. The net proceeds in the health care economic development trust fund shall be distributed, in consultation with the Department of Economic Opportunity, to promote job creation in the health care sector of the economy through new or expanded health care business development, new or expanded health care services, or new or expanded health care education programs or commercialization of health care research within the affected community; and

(b) Appropriate 50 percent of the net proceeds of the sale or lease for funding the delivery of indigent care, including, but not limited to, primary care, physician specialty care, out-patient care, in-patient care, and behavioral health, to hospitals within the boundaries of the district with consideration given to the levels of indigent care provided.

For the purposes of this subsection, the term “net proceeds” means the sale price after payment of all district debts and obligations.

(c) Subsections (a) and (b) shall not apply to the sale or lease of a county, district or municipal hospital whose geographical boundaries lie within a county designated by the Governor as a Rural area of opportunity pursuant to s. 288.0656. Distribution of the net proceeds from the sale or lease of a county, district or municipal hospital whose geographical boundaries lie within a county designated by the Governor as a Rural area of opportunity pursuant to s. 288.0656, shall be at the discretion of a majority of the county commission if the hospital is a county hospital or district hospital whose geographic boundaries extend beyond a single municipality, or, if the hospital is a municipal hospital or district hospital whose geographic boundaries lie entirely

within a single municipality, at the discretion of a majority of the members of the municipal government.

Section 2. This act shall take effect on July 1, 2022.

RESOLUTION NO. 21-22-18

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING REQUEST FOR AMENDMENT TO FLORIDA STATUTES, SECTION 155.40; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING DIRECTIONS TO THE COUNTY ADMINISTRATOR.

WHEREAS, the Highlands County Hospital District (District) was created by Chapter 61-2232, Laws of Florida, in 1961 as a dependent special district, authorized to establish, construct, lease, operate, and maintain any hospital necessary for the use of the people of the District (Enabling Act); and

WHEREAS, the Enabling Act was amended to allow the District to transfer by gift or loan to Highlands County, any surplus assets or funds from whatever source derived, so long as such surplus assets or funds are used exclusively for health services in Highlands County; and

WHEREAS, the jurisdiction of the District covers all of Highlands County; and

WHEREAS, the District currently leases its hospital facility to Health Management Associates for the operation of Highlands Regional Medical Center, in furtherance of the public health and the public good; and

WHEREAS, the net proceeds of the lease have always been used consistent with the Enabling Act, as amended, and Florida Statutes, Section 155.40, to meet the goals of the District by providing grants to local non-profits who offer health services to the public of the District; and

WHEREAS, counties which meet the Florida Department of Economic Opportunity definition of an Economically Distressed Rural Community should be provided with greater flexibility to determine the local needs for and use of its resources derived from the lease or sale of its hospital facilities; and

WHEREAS, Highlands County is classified as an Economically Distressed Rural Community pursuant to the criteria established by the Florida Department of Economic Opportunity; and

WHEREAS, Highlands County joins with the District and has determined that it is in the best interest of the citizens of Highlands County to support changes in the statutory requirements for use of the proceeds derived from the sale or lease of a hospital facility.

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. Request for Amendment to Florida Statutes, Section 155.40. Highlands County hereby requests an amendment to Florida Statutes, Section 155.40, as set forth in **Exhibit "A"** attached hereto.

SECTION 3. Implementing 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. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 5. Directions to the County Administrator. The County Administrator is directed to forward this Resolution along with the supporting Resolution supplied by the District to the offices of Representative Kaylee Tuck and Senator Ben Albritton.

PASSED AND ADOPTED this ____ day of November 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit “A”

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **E. Laney Stearns, Public Safety Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-009 and Resolution to provide funds for items needed within each fire district.**

STATEMENT OF ISSUE

Delinquent taxes and interest revenue have increased the fund balances in several fire districts and need to be applied to items needed within each district. Approval of Budget Amendment 21-22-009 will designate funds for that purpose.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-009 and Resolution that will fund items needed in each fire district.

FISCAL IMPACT

The fiscal impact is an increase to six (6) funds and the overall budget in the total amount of $56,047.79 and is being appropriated into the Operating Supplies (55200) account in each of the six funds.

Attachments: 21-22-009 Fire Districts FB (BA).pdf
21-22-009R Fire Districts FB (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 2, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/27/2021**

SUBMITTED BY: **E. Stearns**

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

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

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	101		3999100	Fund Balance Brought Forward		0.00	19,468.00		19,468.00
E	101	7981	55200	Operating Supplies		0.00	19,468.00		19,468.00
R	113		3999100	Fund Balance Brought Forward		0.00	2,846.41		2,846.41
E	113	7988	55200	Operating Supplies		0.00	2,846.41		2,846.41
R	116		3999100	Fund Balance Brought Forward		0.00	16,015.10		16,015.10
E	116	7997	55200	Operating Supplies		0.00	16,015.10		16,015.10

REASON: **To bring Fund Balances forward into Operating Supplies (55200) in order to allocate funding for items needed in Fire Districts.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

Signature: _____

Date: / /

REQUEST # **21-22-009**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

X BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Distribution: _____ Accounting _____ Purchasing _____ Department

Form Revised 10/11/2010

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-009

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	120		3999100	Fund Balance Brought Forward		0.00	1,882.71		1,882.71
E	120	7991	55200	Operating Supplies		0.00	1,882.71		1,882.71
R	138		3999100	Fund Balance Brought Forward		0.00	2,956.19		2,956.19
E	138	7968	55200	Operating Supplies		0.00	2,956.19		2,956.19
R	144		3999100	Fund Balance Brought Forward		0.00	12,879.38		12,879.38
E	144	7966	55200	Operating Supplies		0.00	12,879.38		12,879.38
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Form Revised 10/11/2010

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-009

FUND	FUND TITLE(S)	COST CENTER(S)	COST CENTER TITLE(S)
101	SNL Estates & Acreage of LP SBD	7981	Lake Placid SNL Fire Dist.
113	Highlands Lakes Special Tax District	7988	Highlands Lakes Special Tax District
116	Highlands Park SBFD	7997	Higlands Park Est SFD
120	Placid Lakes SBFD	7991	Placid Lakes Fire Dist.
138	Lorida SBFD	7968	Lorida SBFD
144	Lake Placid SBFD	7966	Lake Placid SBFD

Form Revised 10/11/2010

RESOLUTION NO. 21-22-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, AUTHORIZING AMENDMENT TO THE SNL ESTATES & ACREAGE OF LP SPECIAL BENEFIT DISTRICT, HIGHLANDS LAKES SPECIAL TAX DISTRICT, HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICT, PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT, LORIDA SPECIAL BENEFIT FIRE DISTRICT, AND LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT FUNDS.

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

WHEREAS, the following budget amendment is necessary and proper within the SNL Estates & Acreage of LP Special Benefit District, Highlands Lakes Special Tax District, Highlands Park Special Benefit Fire District, Placid Lakes Special Benefit Fire District, Lorida Special Benefit Fire District, and Lake Placid Special Benefit Fire District Funds; and

WHEREAS, it is necessary to bring Fund Balances Forward from FY 20/21 into the current FY 21/22 increasing the overall budget by a combined total of $56,047.79 in order to spend out the Special Fire District Funds.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-009 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

ATTEST:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Richard Fleeger, Parks and Facilities Superintendent**

SUBJECT/TITLE: **Request approval to change (1) Groundskeeper II position in the Parks and Facilities Department to a Greenskeeper Specialist, a change in job description, pay grade and salary adjustment for employee in position.**

STATEMENT OF ISSUE

This position serves as the direct contact for the Sports Complex and provides support and mentorship to the second position at the Sports Complex, which is not listed in the current job description. I am requesting an updated job title and description for (1) Groundskeeper II to a Greenskeeper Specialist position with a change in pay grade from 104 to 106 and salary increase of 5% for employee currently in position.

RECOMMENDED ACTION

Move to approve changing the title, job description, and pay grade for (1) Groundskeeper II position in the Parks and Facilities Department from a 104 to a 106 and 5% salary adjustment for employee currently in this position.

FISCAL IMPACT

Fiscal Impact is $2,050 a year for salary and benefits.

Attachments: Groundskeeper II (0909) Current.pdf
Greenskeeper Specialist (XXXX) Proposed.pdf
Groundskeeper II to Greenskeeper Specialist Memo.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☐ **Non-Supervisor** ☒

Job Title: Groundskeeper II (Sport Complex)	**Division**: Parks & Facilities	**Department:** Sports Complex	**Cost Center:** 6105
Job Code: 0909	**Pay Grade**: 104	**Pay Band:** $24,063.20 - $37,297.95	**FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☒ No ☐	

1. This position reports directly to: Job Title Parks & Recreation Superintendent Job Code 1101 Pay Grade 117

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A semi-skilled laborer's position responsible for the maintenance and general upkeep of County sports complex, athletic areas, and other miscellaneous facilities.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Cleans, plants, fertilizes, mows, trims, weeds and otherwise maintains grounds, lawns, recreation areas and other wooded areas requiring maintenance.
- Installs and repairs irrigation piping and sprinklers.
- Assists in landscaping facilities.
- Builds and repairs fences.
- Assists in laying out, reconditioning and readying playing fields. Places and removes sod as required. Prepares and seeds bare areas.
- Edges buildings, sidewalks and parking areas.
- Operates tractors, power tools, chain saws, edgers and other light equipment as needed.
- Maintains, cleans and makes minor repairs on grounds keeping machinery and equipment.
- Performs masonry and concrete work.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

• Basic knowledge of general gardening and grounds keeping practices.
• Knowledge of the methods and tools used in grounds keeping work.
• Skill in the use of gardening tools and equipment.
• Ability to operate light construction equipment and trucks.
• Ability to understand and communicate oral and written instructions.
• Knowledge of water safety and operation of watercraft.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

Physical Skills:

Must be able to remain in a stationary position for 25% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings, and materials to complete daily tasks. Frequently ascends/descends stairs, ladders, and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to four (4) hours. In close proximity to bodies of water. Frequently operates motor vehicle for up to four (4) hours, of which four (4) hours may be continuous.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☐ No ☒ If yes: High School Diploma/GED ☐ Associates ☐ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Graduation from high school or possession of an acceptable equivalency diploma preferred. Two (2) years of experience in general grounds keeping or laboring work.

Licenses, Certifications, or Registrations:

Must possess and maintain valid Florida Driver's License, Class A.

Other job related requirements:

Disaster Essential. Ability to swim

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☒ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☐ **Non-Supervisor** ☒

Job Title: Greenskeeper Specialist	**Division**: Parks & Facilities	**Department:** Sports Complex	**Cost Center:** 6105
Job Code:	**Pay Grade**: 106	**Pay Band:** $27,549.95-$42,702.43	**FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☒ No ☐	

1. This position reports directly to: Job Title Parks and Recreation Assistant Job Code 0929 Pay Grade 108

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A skilled position responsible for the administration, maintenance and upkeep of the County Sports Complex, athletic areas, and other miscellaneous facilities.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Serves as one of the main points of contact for coordinating, planning, and supervising the operation of the Sports Complex.
- Schedules facility usage, collection of funds, prepares receipts and writing reports.
- Maintain inventory, order and distribute supplies and equipment.
- Operates and/or directs concession rentals.
- Effective communications with event coordinators pre and post event.
- Cleans, plants, fertilizes, mows, trims, weeds, edges and otherwise maintains grounds, lawns, recreation areas and other areas requiring maintenance.
- Assists in tree trimming and landscaping facilities.
- Assists in laying out, reconditioning and readying playing fields. Places and removes sod as required. Prepares and seeds bare areas.
- Schedules contracted maintenance.
- Builds and repairs fences.
- Operates tractors, power tools, chain saws, edgers and other light equipment as needed.
- Maintains, cleans and makes minor repairs on grounds keeping machinery and equipment.
- Installs and repairs sophisticated sprinkler and irrigation system.
- Performs masonry and concrete work.
- Troubleshoot maintenance issues to determine corrective action plan.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Support and mentor grounds positions.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

• Advanced knowledge of greens keeping practices and tools.
• Knowledge of the methods and tools used in greens keeping work.
• Skill in the use of gardening tools and equipment.
• Ability to operate and make minor repairs to grounds keeping equipment.
• Skill in the proper methods of kitchen and food safety, custodial and basic building maintenance.
• Knowledge of maintenance of sport turf.
• Working knowledge in the the operation of sophisticated lighting, irrigation and security systems.
• Experience with the operations of an active recreational facility including running leagues, scheduling tournaments, preparing receipts, collection of funds and writing reports.
• Attention to detail to ensure quality standards.
• Analytical and problem solving skills.
• Ability to understand and communicate oral and written instructions.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, program leaders, volunteers and the general public.

Physical Skills:

Must be able to remain in a stationary position for 25% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings, and materials to complete daily tasks. Frequently ascends/descends stairs, ladders, and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to four (4) hours. In close proximity to bodies of water. Frequently operates motor vehicle for up to four (4) hours, of which four (4) hours may be continuous.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☒ Associates ☐ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Graduation from high school or possession of an acceptable equivalency diploma required. Four (4) years of experience in general grounds keeping or laboring work and greens keeping experience preferred.

Licenses, Certifications, or Registrations:

Must possess and maintain valid Florida Driver's License, Class A, CDL license preferred. Must possess and maintain Turf and Ornamental, Fertilizer and Food licenses.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

Must be able to work flexible hours and days.

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☒ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY

BOARD OF COUNTY COMMISSIONERS

Human Resources

TO: Randy Vosburg, County Administrator
Laurie Hurner, Assistant Administrator

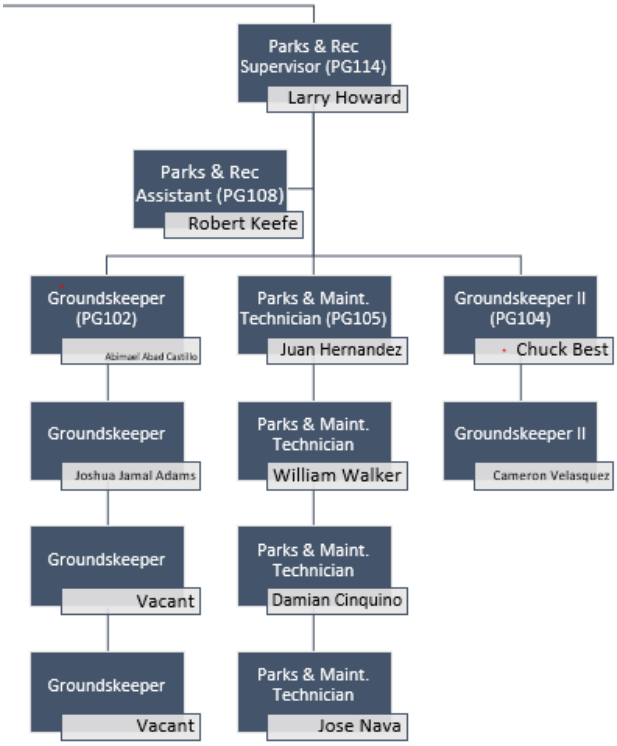
FROM: Richard Fleeger

DATE: 10/25/21

RE: Job Title, Description and Pay Grade Change

Charles (Chuck) Best has been with us for 7 years 2 years as a ground 1 with 2 of our best taking care of commercial properties and ornamentals. He then took a position in the Sports complex as an assistant 2 years and now is Lead of the property over the 52 acres in one venue to include tournaments and League players. He has recently added to his training certificates with Turf, CDL, fertilizer and Food licenses. Chuck is a very hard worker and we are very glad he is with us.
He volunteers at his church regularly and is an active support for community by coaching, painting, theater, etc. A family man of 3 children and 1 Spouse which he speaks of often and fondly.

He is a Groundskeeper II (pg 104) at the Sports Complex. He works as a lead to another Groundskeeper II. Upgrading this position at the Sports Complex to a pay grade 106 is a step toward a succession plan within the Parks and Recreation Division. Currently there are (4) Groundskeepers (PG 102); (2) Groundskeeper II (PG104) and (4) Parks & Maintenance Technicians (PG 105).



.

_____ approved

_____ denied

_____ _____

County Administrator Date

Thank you for your consideration in this matter.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

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

SUBJECT/TITLE: **Request approval of the contract between Highlands County and E.O Koch Construction, Co. for the Unit 3 Barn Restrooms and Roof Replacement Projects (20050/18046). (ITB 21-024).**

STATEMENT OF ISSUE

An Invitation to Bid (ITB 21-024) for the Road and Bridge Unit 3 Barn Restrooms and Roof Replacement Project (20050/18046) was completed. After review of the bid, it was determined to be reasonable and in the best interest of the County to award. Recommended Award was posted on November 1, 2021 and vendor's noticed by email. Attached is a contract with E.O Koch Construction, Co. for $74,625.00. Projects 20050/18046 has previously established funding to cover project costs.

RECOMMENDED ACTION

Move to approve the contract between Highlands County and E.O Koch Construction, Co. for the Unit 3 Barn Restrooms and Roof Replacement Projects (20050/18046). (ITB 21-024).

FISCAL IMPACT

There is no additional fiscal impact as the funding is already approved in project(s) 20050/18046.

Attachments: ITB 21-024.pdf
Agreement -Barn rev.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
ITB 21-024
Untit 3 Barn Improvements- Barn Bathrooms
Bid Opening Date: October 5, 2021

Company	LOCAL VENDOR	BID AMOUNT	RANK
L. Cobb Construction, Inc.	NO	$97,226.56	2
E.O. Koch Construction, Co.	YES	$74,625.00	1
Algat Enterprises, Inc.	NO	$120,000.00	3

Local Preference was not used to award this project.

Notice of Intent to Award was posted to www.highlandsfl.gov at 4:50 P.M. on 10/11/21.
End of Protest Period: 4 P.M. on 10/14/21

Recommendation:

RECOMMENDED AWARDING TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, E.O. KOCH CONSTRUCTION CO

Christine Davis Digitally signed by Christine Davis Date: 2021.10.21 10:19:32 -04'00'

Christine Davis, Purchasing Manager Date

Jonathan Harrison Digitally signed by Jonathan Harrison Date: 2021.10.25 05:29:25 -04'00'

Jonathan Harrison, Road & Bridge Director Date

Recommendation approved by:

Randy Vosburg 11-1-21

Randy Vosburg, County Administrator Date

AGREEMENT
UNIT 3 Barn Improvements-Barn Bathrooms

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and E.O. KOCH CONSTRUCTION COMPANY, 1417 Swank Avenue, Sebring, Florida 33870; FEIN #65-0586781, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Construction Services, pursuant to the COUNTY's Purchasing Policy and ITB-21-024; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-21-024; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

Contractor agrees that the Work will be substantially complete within one hundred twenty (120) calendar days and achieve final completion and ready for final payment within one hundred fifty (150) calendar days after the date when the Contract Times commence to run. The Contract Times will commence to run on the thirtieth (30^{th}) day after the Effective Date of this Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of this Agreement.

SECTION 3. SCOPE OF SERVICES.

The project consists of providing all drawings, labor, materials, tools, equipment, supervision, permits and incidentals necessary to replace the roof on a portion of the Barn #3 and constructing 2 ADA compliant bathrooms and one ADA compliant shower. It also includes a new hot water tank and adjustments to current HVAC to service the new bath/shower areas. A scope was included with bid solicitation ITB 21-024.

The principal features, as defined above, are not intended to cover every aspect of the Project details. Contractor shall be responsible for reviewing the Contract Documents to determine the full scope of the Work and specific requirements of the Project, which include familiarity and compliance with all Laws and Regulations.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

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

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

SECTION 6. STANDARD OF CARE.

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

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

SECTION 7. COMPENSATION.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount determined pursuant to the paragraph below:

For all Work as listed on the Bid Form and described in the Drawings and Specifications attached hereto as Exhibit "A" and included herein by this reference, a Lump Sum of:

Seventy-Four Thousand Six Hundred Twenty-Five Dollars and No Cents
(USE WORDS)

$74,625.00
(USE FIGURES)

A. Contractor has included all costs in the Contract Price and shall cause the Work to be completed for the Contract Price. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act.

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

C. PAYMENT PROCEDURES

Deliverables must be received and accepted in writing by the Project Manager prior to reimbursements. Supporting documentation with the invoices must establish that the deliverables were received and accepted in writing by the Project Manager. Contractor may receive progress payments for deliverables based on the Contractor's Schedule of Values and on a percentage of services that have been completed, approved, and accepted to the satisfaction of Owner when properly supported by detailed invoices and acceptable evidence of payment. All costs charged to the Project by Contractor shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Progress Payments; Retainage: Contractor shall deliver Contractor's Applications for Payment to Engineer on or before the third (3rd) day of each month. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Project Manager, on or about the

fifteenth (15th) day of each month during construction as provided in paragraphs 5.2.A and 5.2.B below.

Prior to fifty percent (50%) of the Work being completed, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Project Manager shall determine, or Owner may withhold. Owner will withhold ten percent (10%) of each application for progress payment until: 50 % of the Work is completed, and 0 % of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to the Owner).

After fifty percent (50%) of the Work is completed, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Project Manager shall determine, or Owner may withhold. Owner will withhold five percent (5%) of each application for progress payment until: 100 % of the Work is completed, and 100 % of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to the Owner).

Final Payment: Upon completion of the Work, Contractor shall notify Owner in writing of the completion. The certification shall state that the Work has been completed in compliance with the Drawings and Specifications. If any deviations are noted from the approved Drawings and Specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and deviations not accepted by Owner and has delivered to Owner, in accordance with the Contract Documents, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, permits, marked-up record documents, paper final as-built Drawings and Specifications, signed, sealed, and certified by a Professional Surveyor, registered in the State of Florida, and all applicable permits, final releases from Contractor and all Subcontractors and Suppliers at every level, all warranties, and all other documents reasonably required by Owner pertaining to the Work, and provided verification of compliance with the requirements of Article 12 of this Agreement, Contractor may make application for final payment.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 10. INSURANCE.

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

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

      OR

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

      AND

      Property Damage: $100,000 per accident;

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

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

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

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

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,

3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida

workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

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

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

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

SECTION 23. WAIVER.

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

SECTION 24. NOTICE.

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

COUNTY: Board of County Commissioners
of Highlands County
Attn: Randy Vosburg
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: E.O. KOCH CONSTRUCTION
Attn: Aaron Nadaskay, Vice-President
1417 Swank Avenue
Sebring, Florida 33870
admin@eokoch.com

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the

covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. SOVEREIGN IMMUNITY.

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

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. 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.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

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

(Signatures on the following page)

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 29th day of October, 2021.

CONTRACTOR

By: _____

Print: EDWARD O. KOCH JR.

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Edward O. Koch Jr, as President, of E.O. Koch Construction Co., 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 Known to me as identification, and who did/did not take an oath this 29th day of October, 2021.

(stamp)

NETTIE E. CRAFTON
MY COMMISSION # GG 323242
EXPIRES: April 16, 2023
Bonded Thru Notary Public Underwriters

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Scott Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Exhibit "A"
Drawings and Specifications

As indicated in ITB 21-024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

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

SUBJECT/TITLE: **Request approval of the Nu-Hope Elder Care Services, Inc., a Florida Non-Profit Corporation Grant Agreement as approved in the FY 21/22 Adopted Budget.**

STATEMENT OF ISSUE

This is a grant agreement for $46,886 that was approved in the FY 21-22 Adopted Budget for the Nu-Hope Elder Care Services, Inc., a Florida Non-Profit Corporation, for the purpose of local match dollars for securing Federal and State grants. The grant agreement is required before distribution of funds to the outside agency.

RECOMMENDED ACTION

Move to approve and execute the FY 21-22 grant agreement for the Nu-Hope Elder Care Services, Inc.

FISCAL IMPACT

There is no fiscal impact as this grant award of $46,886 was approved in the Adopted Budget for FY 21/22 on September 21, 2021.

Attachments: Nu-Hope Grant Agreement FY22 signed-notarized.pdf

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and NU-HOPE ELDER CARE SERVICES, INC. a Florida Non-Profit Corporation, 3530 Office Park Road, Sebring Florida 33870; FEIN: 59-1649814, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY provides funding to recipients of Federal and State Grants for the purpose of local matching dollars; and,

WHEREAS, the CONTRACTOR is one of these recipients and provides services to eligible elderly residents in Highlands County; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein;

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2021 through September 30, 2022.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

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

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

SECTION 6. STANDARD OF CARE.

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

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

SECTION 7. COMPENSATION.

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

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work

which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 10. INSURANCE.

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

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

      OR

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

      AND

      Property Damage: $100,000 per accident;

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

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

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

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

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

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

D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

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

insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

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

SECTION 23. WAIVER.

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

SECTION 24. NOTICE.

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

COUNTY:	Board of County Commissioners of Highlands County Attn: Randy Vosburg 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@Roperpa.com
CONTRACTOR:	NU-HOPE ELDER CARE SERVICES, Inc. 3530 Office Park Road Sebring, FL 33810

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this

Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. SOVEREIGN IMMUNITY.

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

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine

whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. 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.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

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

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 16th day of November, 2021.

CONTRACTOR

By: Debra Slade

Print: Debra Slade

Title: Executive Director

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Debra Slade, as Executive Director of NW-Hope Elder Care Services, 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 20 day of October, 2021.

(stamp)

Katherine Stoll
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG274030
Expires 11/5/2022

NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Exhibit "A"
Scope of Services

NU-HOPE
Elder Care Services, Inc.
Supporting Seniors - Strengthening Communities

Attachment "A"

(863) 382-2134
(863) 382-4546 (FAX)
3530 Office Park Road
Sebring, FL 33870

April 7, 2021

David Nitz, Office of Management & Budget
600 South Commerce Avenue, Suite B233
Sebring, Florida 33870

RE: 2021-2022 Highlands County Grant Request

Dear Mr. Nitz,

Attached is a copy of this organization's FY 2021-2022 Federal, State and Local grants budget. NU-HOPE Elder Care Services, Inc. (NU-HOPE) serves as the Designated Lead Agency of Home and Community-Based Services coordinator and provider of services for seniors in Highlands County. Since its inception, NU-HOPE has acted as a partner with Federal, State, and local government in the provision of aging services.

For 45 years, NU-HOPE has addressed the needs of seniors. The agency's focus and responsibility is to provide comprehensive home and community-based services to older adults and their caregivers.

The State of Florida has long recognized that the provision of aging services is a function of government. As the Designated Lead Agency of Home and Community-Based Services, NU-HOPE provides cost-effective ways of keeping elders in their own homes and preventing inappropriate or unnecessary institutional placement.

The existence, funding, oversight, and evaluation of Lead Agencies are all mandated by Florida Law and are incorporated in Chapter 430 of the Florida Statutes. In particular, the Community Care of the Elderly Act (F.S. 430.201-205) details this governmental involvement.

The Florida Statutes and the Florida Department of Elder Affairs provide local governments with the authority to serve directly as the Lead Agency for coordinating/providing aging services. They also require local entities to provide a 10 percent "local match" to support program operations. As shown in the attached spreadsheet, securing State General Revenue and Federal (Older Americans Act) grants require a guaranteed match of $92,833. NU-HOPE Elder Care Services, Inc. is respectfully requesting $42,886 during FY 2021-2022.

Due to the economic demands, increase in minimun wage and the actual cost of doing business, the match money that is required is often considerably more.

NU-HOPE Elder Care Service, Inc. and the NU-HOPE Board of Directors continue to work to secure required match monies. This becomes increasingly more difficult due to the rise in cost associated with doing business. We accomplish this task through our Thrift Stores, private donations, churches, organizations, and fundraising events.

Our main goal is to provide the best and most economical care to the seniors of this County as possible. NU-HOPE would like to thank you for the opportunity to submit this request and we hope that together we can ensure the Elders of Highlands County can look forward to aging with dignity.

Sincerely,

Debra Slade

Debra Slade
Executive Director

"A COPY OF THE OFFICIAL SOLICITATION REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) or at www.fdacs.gov/. REGISTRATION DOES NOT IMPLY ENDORSEMENT. APPROVAL. OR RECOMMENDATION BY THE STATE." Registration CH1145

NU-HOPE ELDER CARE SERVICES, INC.

FISCAL YEAR 2021-2022 PROGRAMS BUDGET

	Older American Act (OAA)				Emergency Energy	Community Care for	Alzheimer's Disease	Home Care for		
	Title III-B	Title III-C1	Title III-C2	Title III-E	Assist. (EHEAEP)	the Elderly (CCE)	Initiative (ADI)	the Elderly (HCE)	TOTAL	
Adult Day Care						21,597	21,597		43,194	
Case Management (CM)						92,061	10,394	7,919	110,374	
Case Aide (CA)						514	367	196	1,077	
Congregate Meals (CNML)		134,032							134,032	
Caregiver Education/Training									0	
Education/Training	1,025								1,025	
Emergency Alert Response (EAR)	2,543					10,109			12,652	
Emergency Home Energy (EHEAEP)					34,446				34,446	
Health Support	3,249								3,249	
Home Delivered Meals (HDM)			274,531			30,160			304,691	
Homemaker (HMK)	103,343					85,673			189,016	
Transportation (TRS)	56,108					460	31		56,599	
Nutrition Education (NTED)		1,032	1,304						2,336	
Nutrition Counseling (NUCOI)		109	109						218	
Outreach (OTR)		822	1,543		11,702				14,067	
Personal Care (PECA)						53,928			53,928	
Recreation	1,629								1,629	
Respite (RESP)	34,524			43,944		177,049	142,793		398,310	
Companionship									0	
Client Material Aid/Specialized Medical Equipment, Services and Supplies	4,431					31,593	3,532		39,556	
									0	
									0	
									0	
TOTAL EXPENSES	**206,852**	**135,995**	**277,487**	**43,944**	**46,148**	**503,144**	**178,714**	**8,115**	**1,400,399**	
									0	
Federal/State Grants	**177,195**	**103,801**	**183,238**	**39,454**	**41,964**	**439,792**	**167,151**	**4,901**	**$1,157,496**	
***Required Matching Funds (11%)**	**$19,689**	**$11,534**	**$20,360**	**$4,384**	**0**	**$36,866**	**0**	**0**	**$92,833**	
										$42,886
										$49,947
****Supplementary Funding (Excess Match)**	**$9,818**	**$10,849**	**$19,074**	**$31**	**$4,184**	**$14,486**	**$8,913**	**$3,214**	**$70,569**	
US Dept Agriculture Funds (NSIP)		9,261	20,465			0			29,726	
Program Income / Client Co-Pay	150	550	550	75		12,000	2,650		15,975	
LTCMC Program									0	
United Way of Central Florida (Meal Program Assistance)			33,800			0			33,800	
TOTAL REVENUE	**206,852**	**135,995**	**277,487**	**43,944**	**46,148**	**503,144**	**178,714**	**8,115**	**1,400,399**	

Requested Grant: Highlands County Board of County Commissioners

***NU-HOPE Board of Directors Funding

*** Required Matching Funds:** The Federal (OAA) and State (CCE) grants received by NU-HOPE Elder Care Services have a required local match that must be guaranteed by our organization in order to receive grant funding. The required match is 11% of the total awarded funding for each program. CCE grant requires a client co-pay to receive services and that money is to be applied to the 11% required matching funds. If NU-HOPE is unable to guarantee that these funds will be provided, we are unable to qualify for that grant.

****Supplementary Funding (Excess Match):** This includes expenses that are in excess of the reimbursement rate for services but which are essential for the organization to provide services.

***** NU-HOPE Board of Directors Funding:** These are funds that are raised within the community by NU-HOPE Elder Care Services through donations, our two annual fundraisers (golf tournament and speakeasy soiree), and proceeds from our two Thrift Stores. Unfortunately, our two thrift stores have had to close due to COVID-19 resulting in the loss of revenue which is used as the required Board of Directors Funding.

Highlands County

Expenditures By Cost Center - Detail 1 Year

Center: 5224 NU HOPE

Fund	Account	Proj/Acct	Title	2020 - 2021 Budget	2020 - 2021 Actuals	Current EOY Projection	2021 - 2022 Request	Variance
005	53439	56900	PROJECT HOPE	$42,886	$32,150	$0	$46,886	9.3%
			NU-HOPE ELDER CARE SERVICES				$46,886	
Non Personal Expenditures				**$42,886**	**$32,150**	**$0**	**$46,886**	**9.3%**
Center: 5224 NU HOPE				**$42,886**	**$32,150**	**$0**	**$46,886**	**9.3%**

Exhibit "B"

COMPENSATION

The COUNTY agrees to pay the CONTRACTOR FORTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS AND NO/100 ($46,886.00) for providing the services described on Attachment A (CONTRACTOR'S Request for Funding). The COUNTY will release the funds on a monthly basis. 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 effective date of the contract or for any expenditure or amount in excess of the amount stated in this paragraph.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

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

SUBJECT/TITLE: **Consideration of Amendment #1 extending the existing License Agreement for an additional one (1) year between the Highlands Radio Control Club (HRCC) and Highlands County for the access and used of approximately fifty (50) acres of the of the Highlands County Solid Waste Management Center at 12700 Arbuckle Creek Road for the purpose of flying remote control model aircraft.**

STATEMENT OF ISSUE

Attached for your approval is Amendment #1 to the existing License Agreement between Highlands Radio Control Club (HRCC) and Highlands County for the access and use of approximately fifty (50) acres of the Highlands County Solid Waste Management Center located at 12700 Arbuckle Creek Road for the purpose of flying remote control mode aircraft. The last agreement expired October 20, 2021 and the club wants to continue using said area. Amendment #1 shall modify the terms and conditions of the License Agreement executed October 20, 2020 by extending the agreements for an additional one (1) year beginning on the date of execution of Amendment #1 by the County.

RECOMMENDED ACTION

Move to approve Amendment #1 extending the existing License Agreement between HRCC and Highlands County for and additional one (1) year from the date of the execution of Amendment#1 for the use of the fifty (50) acre site located at the Highlands Solid Waste Management Center located at 12700 Arbuckle Creek Road for the purpose of flying remote control model aircraft.

FISCAL IMPACT

No Fiscal Impact.

Attachments: Signed Amendment #1 to License Agreement.pdf
Fully executed copy with Attachments of License Agrrment w HRCC approved....pdf

AMENDMENT 1 TO LICENSE AGREEMENT

THIS AMENDMENT 1 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 (County), and Highlands Radio Control Club, Inc., a Florida non-for-profit corporation, 805 US Highway 27, Sebring, Florida, 33870 (HRCC), and shall modify the terms and conditions of that Agreement between the parties, executed on the 20th day of October, 2020 (Agreement).

WHEREAS, in accordance with the Agreement, HRCC is permitted to fly remote control model aircraft on that County property located adjacent to the Highlands County Solid Waste Management Center which is not in use; and

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

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

1. Paragraph 2 of the Agreement is deleted in its entirety and replaced with the following:

   The Agreement is hereby extended for a period of one (1) year, beginning on the date of execution of this Amendment 1 by the County.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____

_____, Chairperson

ATTEST:

_____

Jerome Kaszubowski, Clerk

HIGHLANDS RADIO CONTROL CLUB, INC.

Print: Joseph Papasso

Title: President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Joseph Papasso, as President, of Highlands Radio Control Club, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced P120-480-55-0500 as identification, and who did/did not take an oath this 5th day of November, 2021.

(stamp)

Vickey L. Linsinbigler
NOTARY PUBLIC, State of Florida

VICKEY L. LINSINBIGLER
Notary Public
State of Florida
Comm# HH154085
Expires 10/28/2025

OFFICIAL RECORDS FILE#: 2005982 OR BK 2783 PG 335 PAGES: 8
11/10/2020 9:49:49 AM REC FEES: $0.00
D.C. STURNBULL JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

LICENSE AGREEMENT

This License Agreement is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida (hereinafter "County" and "Licensor") and the Highlands Radio Control Club, Inc, a Florida not-for-profit-corporation whose post office address is 805 US HWY 27, Sebring, FL. 33870 (hereinafter "HRCC" and "Licensee"), as follows:

1. The County hereby agrees to grant a license to HRCC to allow members and guests of HRCC access to and use of approximately fifty (50) acres (hereinafter the "model aircraft flying area") of the Highlands County Solid Waste Management Center (hereinafter "HCSWMC") located at 12700 Arbuckle Creek Road for the purpose of flying remote control model aircraft, subject to all of the terms and conditions of this Agreement. The model aircraft flying area is currently grassland and is maintained by landfill staff. It is bounded on the west by an existing 30 inch deep drainage ditch, on the south by the paved access road to the construction and demolition debris landfill, on the east by an existing diagonal grass road, and on the north by an imaginary line located 250 feet south of the existing Class I disposal cell No. 3. The model aircraft flying area is approximately 1100 feet by 1700 feet in size and is shown on the attached site plan.

2. Except as otherwise provided herein, this Agreement shall remain in effect for one year from the date it is signed on behalf of the County.

3. The Licensee shall pay to the Licensor rental in the amount of Ten Dollars ($10.00), a year, paid in advance on or before the first of the year during the term of the lease. This payment shall be in addition to the required maintenance of the facilities specified herein. The Licensee shall also pay to the Licensor on demand any sum which may have to be expended after the expiration, revocation, or termination of this lease in restoring the premises to the conditions required by paragraph 29 hereof. Compensation shall be made payable to the Board of County Commissioners and forwarded by the Licensee to the Finance Office: Accounts Receivable, Board of County Commissioners, 590 South Commerce Avenue, Sebring, Florida 33870.

4. In order to control access to and by its members and guests, HRCC shall provide, at its own expense, heavy duty combination locks to be located on the existing main entrance gate at Arbuckle Creek Road (Gate No. 1) and the existing gate to the shell road between the landfill and the leased agricultural land (Gate No. 2). These two combination locks shall be interlocked with County master locks on the same gate. Those two HRCC locks shall be the only locks for which the HRCC shall have access control. HRCC members and guests are required to leave Gate No. 1 open at all times when the landfill is open for operations (7:30 a.m. until 5:30 p.m. Monday through Saturday except for holidays). (The landfill is closed on New Year's Day, July 4th, Thanksgiving Day, and Christmas Day.) All HRCC members who enter or leave the HCSWMC at times when the landfill is closed must unlock Gate No. 1 and re-lock it immediately upon passing through it. Gate No. 2 must be locked after the last HRCC member leaves the model airplane flying area. Gate No. 1 shall not be left open or unlocked unless an HRCC member is physically present at the Arbuckle Creek Road gate to monitor HRCC members and guests entering and leaving the HCSWMC when the landfill is closed for business.

Prepared by: Bob Diefendorf
505 S. Commerce Ave
Sebring Fl. 33870

Approved by the Board of County Commissioners on November 3, 2020

5. a) While the HCSWMC is open, access to the model aircraft flying area shall be north from the entrance at Arbuckle Creek Road, past the scalehouse, east on the asphalt road toward the construction and demolition debris landfill to the HRCC entrance road to the model aircraft flying area.

b) When the HCSWMC is closed, access to the flying area shall be north from the entrance at Arbuckle Creek Road to the yellow pipe gate that is located east of the main entrance road, proceed east on the shell road and around the south end of the construction and demolition debris landfill to the shell and paved road that runs on the north side of the construction and demolition debris site to the entrance of the HRCC entrance road. These designated routes are shown on the attached site plan.

These designated routes shall be used by HRCC members and guests when the landfill is either open for business or closed accordingly. No other route shall be used by HRCC members or guests unless approved in writing by the County Engineer, or his designee, at the County Engineering Department.

6. HRCC will be responsible for planting grass of its choice on a 100 foot by 300 foot take-off and landing zone area and for all maintenance and mowing of the grass in this area. The County will mow the surrounding natural grasslands in the model airplane flying area at least four times per year to keep it free of brush and trees. The height of the Bahia grasses and weeds are expected to vary from 6 inches after mowing to a maximum of 12 to 18 inches. HRCC may mow the grassland area more frequently at its own expense.

7. There is no provided potable or non-potable water supply on or in the vicinity of the model airplane flying area. HRCC may, at its own expense, provide drinking water and non-potable water for irrigation from off-site resources or their own irrigation well.

8. HRCC may, at its own expense, install and maintain a mobile office trailer and one or more utility or storage sheds on the model aircraft flying area for exclusive use of HRCC and may construct and maintain a shell surfaced roadway and vehicle parking lot for its exclusive use. All sheds, utility buildings or portable office trailers will be placed adhering to all Highlands County building codes and regulations. HRCC may erect a club sign at the entrance to the HCSWMC and a maximum of three (3) other signs to direct members and guests to the model aircraft flying area. HRCC may also erect a club sign at the entrance to the 50 acre model aircraft flying area. HRCC may also, at its own expense, contract for one or more portable toilet facilities to be located on the model aircraft flying area and will be responsible for the contracted servicing of all portable toilets on a regular basis. HRCC may, at its own expense, provide electric power and telephone service to the mobile office trailer and utility or storage sheds. HRCC shall be responsible for the installation of all required electric and telephone transmission lines and meters, either above or below grade.

9. HRCC members and guests will have access to the model airplane flying area from sunrise to sunset every day of the year. HRCC members and guests shall not enter or remain on the HCSWMC from sunset to sunrise.

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10. No guest of HRCC shall enter or remain on the HCSWMC unless an HRCC member is also present.

11. All HRCC activities shall be confined to the model aircraft flying area and access route described in this Agreement. HRCC members and guests shall not go anywhere else in the HCSWMC to retrieve model airplanes or for any other reason unless accompanied by a member of the County Solid Waste Department or landfill staff. The following areas are off limits at all times:

Class I Landfill disposal cells and equipment storage areas

Construction and demolition landfill

Soil borrow pits

The leachate treatment plant and spray field

The Sheriff's Office Pistol Firing Range and inmate farm

The leased agricultural land

The mitigated wetland

The asphalt plant

The Material Transfer Facility

12. In recognition of the primary function of the HCSWMC as a waste reclamation center, County reserves the right to terminate this Agreement for any reason after thirty (30) days written notice to HRCC. Further, County reserves the right to terminate this Agreement immediately in the event it determines that there is a violation of any provision of this Agreement or, for anything arising under this Agreement which County, in its sole discretion, deems to be a nuisance or immediate threat to the health, safety and welfare.

13. For safety reasons, HRCC members and guests shall not fly model aircraft outside the boundaries of the 50 acre model aircraft flying area.

14. HRCC may from time to time hold special events on weekends which may attract large numbers of people. The County Engineer may give written permission allowing HRCC to direct HRCC traffic to the model airplane flying area on paved roads via the route specified in that written authorization. HRCC members shall supervise the traffic to and from those special events within the HCSWMC premises.

15. HRCC shall not transfer or assign this Agreement or any privilege provided by this Agreement to any person or organization.

16. During the term of this Agreement, HRCC members and guests shall use the model aircraft flying area only for flying model aircraft. HRCC shall not commit or permit any unlawful acts,

CIRCUIT & COUNTY COURTS HIGHLANDS COUNTY, FLORIDA

activities, or nuisances upon the HCSWMC property. HRCC shall not cut timber; conduct mining operations; remove sand, gravel or kindred substances from the ground; remove any other materials from the HCSWMC property; commit waste of any kind; or use the HCSWMC for business purposes or in any other manner for private gain. HRCC shall not in any manner substantially change the contour or condition of the property except as expressly provided in paragraph 6 of this Agreement. All improvements used by HRCC shall at all times be protected and maintained in good order and condition by and at the expense of HRCC.

17. Possession of alcoholic beverages is prohibited on HCSWMC property including the model aircraft flying area.

18. HRCC members and guests shall comply with the Academy of Model Aeronautics (AMA) National Model Aircraft Safety Code (effective January 1, 2018 or most recent version) and all HRCC safety rules, regulations, and recommendations, a copy of which is attached.

19. HRCC members and guests shall comply with all Federal Aviation Agency regulations, policies, rules, recommendations, and any other restrictions therein. Any conflict with the terms of this Agreement an any Federal Aviation Agency regulations, policies, rules, recommendations or other restrictions shall be resolved by applying the most restrictive regulation, policy, rule, recommendation or other restriction.

20. HRCC members and guests shall comply with all federal, state and local laws, ordinances, regulations, rules, policies, recommendations, and restrictions, including any and all permitting, licensing or other regulatory obligations which may arise in the course of performance under this Agreement. Any conflict with the terms of the is Agreement and all Federal, state, and local laws, ordinances, regulations. policies, rules, recommendations or other restrictions shall be resolved by applying the most restrictive federal, state and local laws, ordinances, regulations, rules, policies, recommendations or other restrictions.

21. HRCC shall at all times exercise due diligence in the protection of the fifty (50) acre model aircraft flying area against damage by fire and other causes.

22. HRCC shall not construct any permanent structure on the HCSWMC property and shall not construct any temporary structure or signs thereon other than those described in paragraphs 7 and 8 of this Agreement without the prior written consent of the County.

23. The use of the premises allowed by this Agreement shall be subject to the general supervision and approval of the County Engineer, or his designee, and to such rules and regulations regarding ingress, egress, safety, sanitation and security as may be prescribed by the County Administrator or County from time to time.

24. The County will from time to time use small unmanned aerial vehicles (sUAV) for operation of the landfill and other operations. The County will notify HRCC members present when flying and require HRCC members to yield the airspace to the County sUAV.

25. The County has the right from time to time and without notice to make periodic inspections of HRCC's facilities on the HCSWMC premises.

26. Prior to the expiration or upon termination of this Agreement, HRCC shall remove all structures, trailers, sheds, signs, HRCC property, and any leased equipment, such as vending machines from the HCSWMC premises. If HRCC fails or neglects to remove its property within sixty (60) days after expiration or termination of this Agreement, that property shall be deemed abandoned and, at the option of the County, that property of HRCC shall either become the property of the County without compensation therefore or the County may cause it to be removed from the HCSWMC property and disposed of at the expense of HRCC, and no claim for damages against the County or its officers, employees or agents shall be created by or made an account of such removal and disposal.

27. The County, its contractors, and the officers, agents, and employees of the County and its contractors shall not be responsible for any loss, expense, damage to property or injury to person, which may arise from or as a result of this Agreement, or for damage to the property of HRCC, or for injuries to any member or guest of HRCC, or for damage to the property of or injury to any of HRCC's officers, agents, servants, or employees, or others who may be on HCSWMC property arising from activities of HRCC, the County, or the contractors, officers, agents, or employees of HRCC or the County, unless directly caused by the gross negligence or malicious act of the County, or its contractors officers, agents, or employees of the County, and HRCC shall indemnify, defend, and hold harmless the County and its contractors, and the officers, agents, and employees, of the County and of the County's contractors from any and all claims, suits, and actions, including attorney's fees and all costs of litigation and judgments of every name and description brought against the County or its contractors or the officers, agents or employees of either of them, directly or indirectly related to use of the HCSWMC by HRCC or its members or guests or anyone else entering the HCSWMC to visit the model aircraft flying area, provided however that nothing herein shall be deemed to be a waiver of sovereign immunity or any other statutory or common law immunities or protections..

28. During the term of this Agreement, HRCC shall continue to maintain at its expense comprehensive general liability insurance coverage of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) annual aggregate for bodily injury and/or property damage arising out of any one accident which may be incurred as a result of HRCC model aircraft flying and related club activities. The County and its officers, employees, volunteers, and agents shall be named as additional insureds on said insurance policy. The HRCC and the County shall be insured at HRCC expense for the following:

a. Premises liability for injury to spectators at a flying event.

b. Liability for injury or damage off-site (i.e., a model that strays from the site and injures someone on adjoining property).

c. Legal costs for defense of any lawsuit; and

d. Contractual Liability coverage for this Agreement between HRCC and the County insuring HRCC's obligation to hold the County and its contractors and their officers, agents, and employers harmless from claims and suits involving injury or damage caused by HRCC's activities.

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HRCC shall furnish the County proof of insurance required by this Agreement. It shall be the responsibility of HRCC to maintain in force all insurance required by this Agreement, and in the event the insurance coverage expires prior to the term of this Agreement, a renewal certificate shall be delivered to the County Purchasing Manager not less than thirty (30) days prior to that expiration date. All policies shall provide a thirty (30) day prior notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with the County Purchasing Department and approved by the Highlands County Purchasing Manager before commencement of access to the property.

30. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

31 **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 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.

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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.

32. HRCC designates the following person as its contact person for purposes of this Agreement, and HRCC shall immediately notify the County in writing of any change in its contact person, including in that written notice the name, address, and phone number of the person and the effective date of the change.

Ron Boatright
Print Name

4615 Westminster Rd Sebring, FL 33875
Print Address

863 414 1428
Print telephone number

Dated this 20 day of October, 2020.

HIGHLANDS COUNTY, a political subdivision of the State of Florida
By its Board of County Commissioners

By: William R Handley
William R. Handley, Chairman

(SEAL)

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

J Kaz
Jerome Kaszubowski, Clerk

CIRCUIT & COUNTY COURTS HIGHLANDS COUNTY, FLORIDA

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HIGHLANDS RADIO CONTROL CLUB, INC.
a Florida Not For Profit Corporation

By: _____
Kevin Strathy, President

Witnesses:

_____

Print Name: Thalia Espinoza

_____

Print Name: Janice T. Walker

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Kevin Strathy, as President of Highlands Radio Control Club, Inc., who personally swore or affirmed that he 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 20 day of October, 2020.

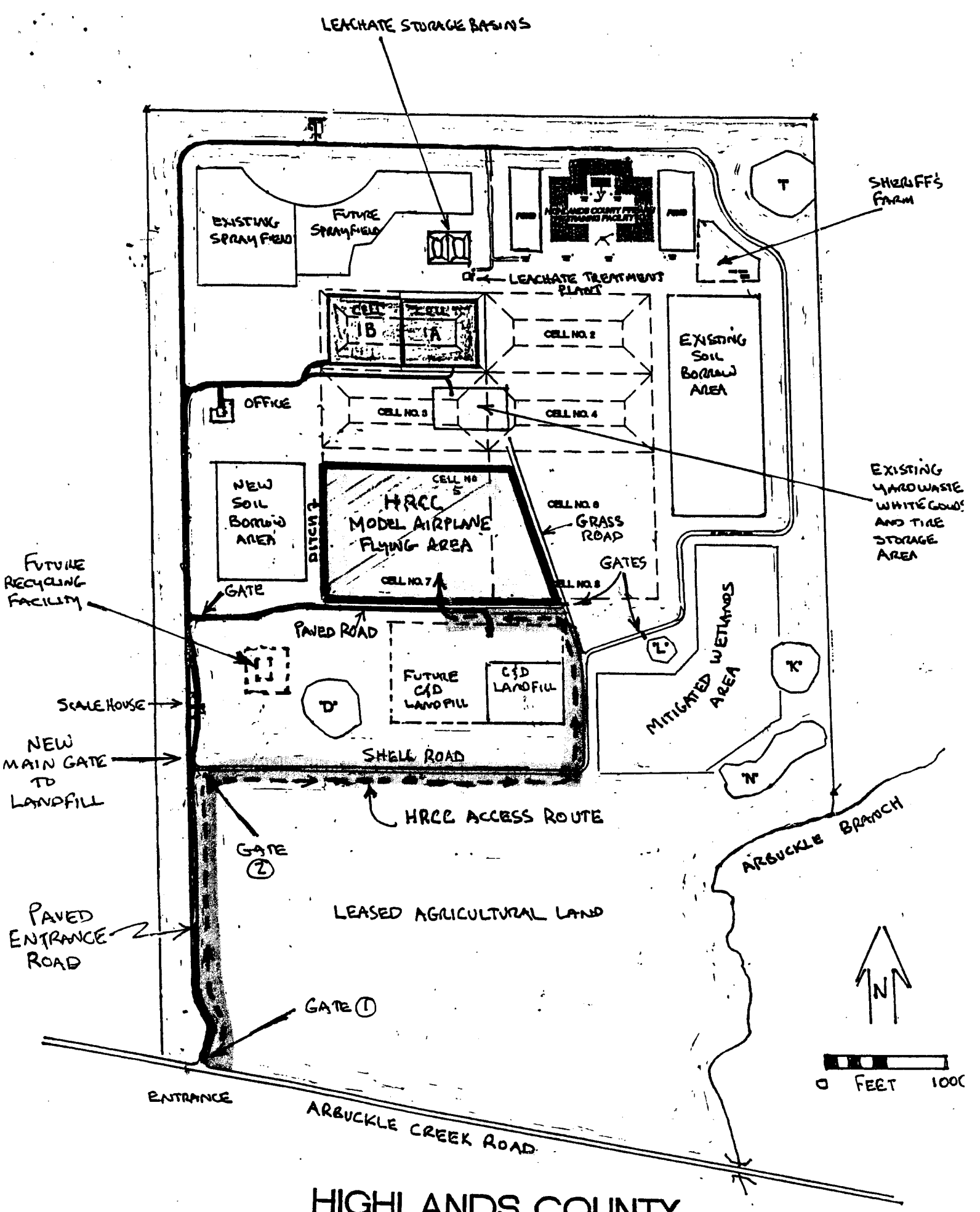
(stamp)

_____
NOTARY PUBLIC

JANICE T. WALKER
Notary Public, State of Florida
My Comm. Expires Nov. 17, 2020
Commission # GG 24898

G:\COUNTY\Agreements\Highlands Radio Club\License Agreement-Highlands Radio Club -100920.docx

CERTIFIED
TO BE A TRUE COPY
JEROME KASZUBOWSKI, CLERK
BY _____ D.C.
11/12/2020



HIGHLANDS COUNTY
SOLID WASTE MANAGEMENT CENTER

Academy of Model Aeronautics
National Model Aircraft Safety Code

Effective January 1, 2018

A model aircraft is a non-human-carrying device capable of sustained flight within visual line of sight of the pilot or spotter(s). It may not exceed limitations of this code and is intended exclusively for sport, recreation, education and/or competition. All model flights must be conducted in accordance with this safety code and related AMA guidelines, any additional rules specific to the flying site, as well as all applicable laws and regulations.

As an AMA member I agree:

- I will not fly a model aircraft in a careless or reckless manner.
- I will not interfere with and will yield the right of way to all human-carrying aircraft using AMA's *See and Avoid Guidance* and a spotter when appropriate.
- I will not operate any model aircraft while I am under the influence of alcohol or any drug that could adversely affect my ability to safely control the model.
- I will avoid flying directly over unprotected people, moving vehicles, and occupied structures.
- I will fly Free Flight (FF) and Control Line (CL) models in compliance with AMA's safety programming.
- I will maintain visual contact of an RC model aircraft without enhancement other than corrective lenses prescribed to me. When using an advanced flight system, such as an autopilot, or flying First-Person View (FPV), I will comply with AMA's Advanced Flight System programming.
- I will only fly models weighing more than 55 pounds, including fuel, if certified through AMA's Large Model Airplane Program.
- I will only fly a turbine-powered model aircraft in compliance with AMA's Gas Turbine Program.
- I will not fly a powered model outdoors closer than 25 feet to any individual, except for myself or my helper(s) located at the flightline, unless I am taking off and landing, or as otherwise provided in AMA's *Competition Regulation*.
- I will use an established safety line to separate all model aircraft operations from spectators and bystanders.

For a complete copy of AMA's Safety Handbook please visit:
www.modelaircraft.org/files/100.pdf

HRCC CLUB SAFETY RULES AND REGULATIONS

Each HRCC (Highlands Radio Control Club) member should make every effort to adhere to the following rules and regulations while at the flying field. Each member also has the responsibility to call attention when they see infractions taking place. Reference the By-Laws which state: "Repeated violation of rules will be brought before the general membership for punitive action, or removal (loss of membership), at the next regular or special meeting.

1. In order to control access by its members and guests, HRCC shall provide, at its own expense, three heavy duty combination locks; one to be located on the existing main entrance gate at Arbuckle Creek Road (Gate No. 1) and another on the existing gate to the shell road between the landfill and the leased agricultural land (Gate No. 2).. These two combination locks shall be interlocked with County master locks on the same gate, and these two HRCC locks shall be the only locks for which the HRCC shall have access control. HRCC members and guests are required to leave Gate No. 1 open at all times when the landfill is open for operations (7:30 a.m., until 5:30 p.m., Monday thru Saturday, except for holidays). All HRCC members who enter or leave the HCSWMC (Highlands County Solid Waste Management Center) at times when the landfill is closed, (including after 5:30 p.m. on workdays) must unlock Gate No. 1 and re-lock it immediately upon passing through it. Gate No. 2 must be locked after the last HRCC member leaves the model aircraft flying area. Gate No. 1 shall not be left open or unlocked unless an HRCC member is physically present at the Arbuckle Creek Road gate to monitor HRCC members and guests entering and leaving the HCSWMC when the landfill is closed for business.

   When HSCWMC is closed for business, access to the model aircraft flying area shall be north from the entrance at Arbuckle Creek Road to the shell road just south of the scale house and landfill gate, east on the shell road around the south and east sides of the C & D landfill to the paved road to the HRCC entrance.

   When HCSWMC is open for business, access to the model aircraft flying area shall be north from the scale house, east on the paved road along the north side of the C & D landfill to the HRCC entrance.

2. HRCC members and guests will have access to the model aircraft flying area from sunrise to sunset every day of the year. HRCC members and guests shall not enter or remain on the HCSWMC from sunset to sunrise.

3. No guest of HRCC shall enter or remain on the HCSWMC unless an HRCC member is also present.

4. All HRCC activities shall be confined to the model aircraft flying area and access routes described in the License Agreement. HRCC members and guests shall not go anywhere else in the HCSWMC to retrieve model aircraft or for any other reason unless accompanied by a member of the county solid waste department or landfill staff. The following areas are off limits at all times:

   a. Class I landfill disposal cells and equipment storage areas.

   b. Construction and demolition landfill.

   c. Soil borrow pits.

   d. The leachate treatment plant and spray field.

   e. The Sheriff's Office Pistol Firing Range and inmate farm.

f. The leased agricultural land

g. The mitigated wetland area.

h. The asphalt plant, and

i. The Material Transfer Facility

5. HRCC members and guests shall not fly model aircraft outside the boundaries of the 50-acre model aircraft flying area.

6. HRCC members and guests shall use the model aircraft flying area only for flying model aircraft. HRCC shall not commit or permit any unlawful acts, activities, or nuisances upon HCSWMC property.

7. Possession and/or consumption of alcoholic beverages are prohibited on HCSWMC property, including the model aircraft flying area.

8. Rocket launching is not permitted anywhere within the boundary of the 50-acre model aircraft flying area.

9. Failure of the HRCC membership and guests to comply with the provisions of the Safety Rules and Regulations may result in termination of the License Agreement by the County Board of Commissioners.

10. Do not fly over restricted areas as defined by the field diagram posted at the field i.e., not over the pavilion, parking area, spectator or pit area. Your line of flight should never endanger spectators, other pilots, parking area or pavilion. All flying should be done at least fifty (50) feet north or west of the runways, except for take-offs and landings.

11. Small electric and hand launched aircraft may be launched from the pit area. All landings, however, are to be made on the runway.

12. Only HRCC members and guests are allowed in the pit, taxi, and flight areas. Non-members may fly as a guest of any HRCC member who will then assume responsibility both for the guest's conduct, and assurance that he/she holds a valid AMA license. Any guest that is a resident of Highlands County will only be allowed a total of four (4) visits per year. Guests should be encouraged to join the Club if they wish to fly more often.

13. No vehicles are to be driven onto the flying field.

14. No pilot shall ever attempt to fly alone. At least one other person shall be present in the event of an emergency.

15. Only FCC frequencies are allowed.

16. The AMA Safety Code (effective January 2018 or more recent) must be adhered to always.

17. Pilots must have in their possession, the frequency pin that corresponds to the frequency of their transmitter (unless 2.4g), before turning it on. Upon arrival and prior to unloading your aircraft, pilots should first check the frequency board. If your pin is still clipped to the board, simply inset your HRCC card in the slot, and then go fly. However, if one or more cards are already in the slot; inset your card also, and immediately inform each person whose name appears on the other cards that you will be sharing the "pin"; then work out between yourselves how that is best accomplished.

    If you are responsible for “shooting down” another aircraft through improper use of your transmitter, you must reimburse the pilot for the loss of the aircraft.

18. All model aircraft must have some type of restraint before engines are started. Pilots may start their engines within the pit area, then taxi to the active runway, at which time the pilot must then remain at the pilot's station. Electric aircraft must be armed and disarmed in front of the pilot stations. Helicopters must fly only on the inactive runway.

19. Pit areas are not to be used for takeoffs and landings.

20. Use only one runway at a time. Use the pilot stations next to the runway designated by wind conditions.

21. Announce your intentions to other pilots on the flight line loudly and clearly before taxiing onto runway, or taking off or landing.

22. Alert other pilots when aircraft emergencies occur, such as engine failure. If while flying, you believe you need assistance, don’t hesitate to call on other pilots.

23. Never fly over 400 feet high. Remember, full scale aircraft in the vicinity always have the right of way.

24. Limit your time on the runway while other pilots are flying.

25. After landing, taxi to a safe area just off the runway, and shut down your engine / disarm your electric aircraft. Do not taxi back to the pit area.

Rules: November 3, 2020.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Revision of the 2019-2022 Local Housing Assistance Plan on the housing strategy within the SHIP Program.**

STATEMENT OF ISSUE

The Local Housing Assistance Plan (LHAP) governs the expenditures of the State Housing Initiative Partnership (SHIP). The term of the LHAP is for three years. However, the plan can be amended by adopting a technical or clarifying revision.

The Revision being presented today is aimed to improve the SHIP Program and to assist Highlands County residents. The strategy to be added to the LHAP is Rapid Re-Housing Assistance with a budget of $150,000 to:

- Assist individuals or families to obtain quality, safe, and affordable rental housing.
- Assist in security deposits, first month rent, and utility deposits
- Maximum award is up to $5,000 per applicant. Funds awarded as a grant.
- Income Categories to be served: Very low, and low.

From SB 1852 Section 10. (3), the state allocation must serve persons with special needs, with priority for persons with developmental disabilities. Others that are defined as special needs are; the elderly, disabled adults, persons with mental illnesses or chemical dependency, persons with Acquired Immune Deficiency Syndrome (AIDS) and Human Immunodeficiency Virus (HIV) disease, runaway and abandoned youth, public assistance recipients, migrant and seasonal farmworkers. Highlands County can meet the special needs requirement through the rental assistance.

As an active SHIP funds jurisdiction, maintaining affordable rental housing is a vital role.

Changes are being recommended to the Exhibits of the LHAP therefore the exhibit is attached and is required to be sent with the Technical and Clarifying Revision to the Florida Housing Finance Corporation (FHFC).

RECOMMENDED ACTION

To approve the Revision of the 2019-2022 Local Housing Assistance Plan.

FISCAL IMPACT

No fiscal impact to Fund 166 (SHIP) or the overall budget.

Attachments: Rapid Re-Housing Assistance Strategy.pdf

Section II. LHAP Strategies:

A. Rapid Re-Housing	Code 26

a. Summary: The Rapid Re-Housing Program is created to assist individuals or families to obtain quality, safe, and affordable rental housing. Funds will assist in security deposit, first month's rent and utility deposits.

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very low, and Low

d. Maximum award: $5,000

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: 0 %
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria: Eligible applicants are on a first-qualified, first-served basis. Funding of qualified applicants is limited to and based upon SHIP funds availability, with a priority for households with special needs or homeless.

g. Sponsor Selection Criteria: N/A

h. Additional Information: The applicant is required to have a 12-month lease and the unit must meet Housing Quality Standards. Applicants must show ability to make monthly rental payments.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Richard Fleeger, Parks & Facilities Management**

SUBJECT/TITLE: **Request approval of Amendment No. 1 to revise Attachment A of the Memorandum of Agreement between the Highlands County Board of County Commissioners and the Florida Fish and Wildlife Conservation Commission.**

STATEMENT OF ISSUE

The Highlands County Board of County Commissioners approved a Memorandum of Agreement with the Florida Fish and Wildlife Conservation Commission (FWC) July 21, 2020 and was executed on September 3, 2020. The FWC has decided to amend Attachment A-1 of the Agreement to remove nine of the ten mooring docks from the list of maintained structures, since they were not constructed and installed by FWC. They have also revised the FWC Ramp Numbers.

RECOMMENDED ACTION

Move to approval Amendment No. 1 to revise Attachment A of the Memorandum of Agreement between the Highlands County Board of County Commissioners and the Florida Fish and Wildlife Conservation Commission.

FISCAL IMPACT

No fiscal impact.

Attachments: 19069-A1 Highlands County MOA - Amendment 1 - bee.pdf
19069 Highlands County MOA - Executed 2.pdf

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 19069, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and HIGHLANDS COUNTY, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Cooperator," collectively, "Parties."

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. Attachment A, Project Sites List, of the Original Agreement, is hereby replaced in its entirety with Attachment A-1, Project Sites List (Revised), attached hereto and made a part hereof.

All provisions of the Original Agreement not specifically amended herein shall remain in full force and effect.

REMAINING PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

HIGHLANDS COUNTY BOARD
OF COUNTY COMMISSIONERS

Chair (or designee)

Name: _____

Title: _____

Date: _____

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Executive Director (or designee)

Name: _____

Title: _____

Date: _____

Approved as to form and legality by:

Brandy E. Elliott

Commission Attorney

Attachments:

Attachment A-1: Project Sites List (Revised)

Table A: PROJECTS				
FWC Ramp Number	**Ramp Name**	**GPS Location**		**Exhibit(s): Site Control/Legal Description (Deed, Easement, Property Appraisal Document)**
		Lat.	**Lon.**	
HG00055UH	Lake Istokpoga West Ramp	27.202482	-81.1893	Exhibit 1: Easement
HG00008GM	H.L. Bishop	27.314187	-81.372628	Exhibit 2: Deed
HG00039LK	Lake Francis	27.204126	-81.238932	Exhibit 3: Deed
HG70006US	Lake Clay	27.315065	-81.353613	Exhibit 4: Deed
HG00030HG	Lake Sebring	27.523932	-81.490467	Exhibit 5: Deed
HG00045XO	Red Beach Lake	27.4363	-81.40522	Exhibit 6: Deed
HG00051PZ	Lake Istokpoga East Ramp	27.419223	-81.252357	Exhibit 7: Easement
HG00034BC	Lake Josephine	27.39519	-81.45137	Exhibit 8: Easement
HG00070OL	Lake Letta	27.567369	-81.458488	Exhibit 9: Easement
HG00072HD	Little Red Water	27.547415	-81.4789	Exhibit 10: Easement

Table B: PROJECT SITES			
FWC Ramp Number	Ramp Name	Waterbody	Structures Maintained
HG00055UH	Lake Istokpoga West Ramp	Lake Istokpoga	(2) single-lane boat ramps
HG00008GM	H.L. Bishop	Lake June in Winter	(2) single-lane boat ramps; boarding dock
HG00039LK	Lake Francis	Lake Francis	(1) single-lane boat ramp
HG70006US	Lake Clay	Lake Clay	(1) single-lane boat ramp
HG00030HG	Lake Sebring	Lake Sebring	(1) single-lane boat ramp
HG00045XO	Red Beach Lake	Red Beach Lake	(1) single-lane boat ramp
HG00051PZ	Lake Istokpoga East Ramp	Lake Istokpoga	(1) single-lane boat ramp
HG00034BC	Lake Josephine	Lake Josephine	(1) single-lane boat ramp
HG00070OL	Lake Letta	Lake Letta	(1) single-lane boat ramp
HG00072HD	Little Red Water	Little Red Water	(1) single-lane boat ramp

Table C: PROJECT FACILITIES		
FWC Ramp Number	Ramp Name	List of Parking Spaces & Additional Ancillary Facilities
HG00055UH	Lake Istokpoga West Ramp	Parking spaces: (73) trailer, (4) ADA trailer, (26) vehicle, (4) ADA vehicle; Restroom
HG00008GM	H.L. Bishop	Parking spaces: (30) trailer, (2) ADA trailer, (32) vehicle, (2) ADA vehicle; Lights, Picnic Tables, Pavilion
HG00039LK	Lake Francis	Parking spaces: (20) trailer; Street light, Pavilion, Picnic Tables
HG70006US	Lake Clay	Parking spaces: (4) trailer; Street light, Pavilion, Picnic Tables
HG00030HG	Lake Sebring	Parking spaces: (4) trailer; Street light

Table C: PROJECT FACILITIES		
FWC Ramp Number	Ramp Name	List of Parking Spaces & Additional Ancillary Facilities
HG00045XO	Red Beach Lake	Parking spaces: (8) trailer, (1) ADA trailer; Street light, Pavilion, Picnic Tables
HG00051PZ	Lake Istokpoga East Ramp	Parking spaces: (6) trailer, (1) ADA trailer; Lights, Pavilion,
HG00034BC	Lake Josephine	Parking spaces: (5) trailer; Lights, Pavilion, Picnic Table
HG00070OL	Lake Letta	Parking spaces: (8) trailer
HG00072HD	Little Red Water	Parking spaces: (5) trailer, (1) ADA trailer

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
HIGHLANDS COUNTY, FLORIDA
FOR
BOATING ACCESS PROJECTS

THIS MEMORANDUM OF AGREEMENT is entered into by and between THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter called "COMMISSION," and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Ave., Sebring, FL 33870, hereafter called "COOPERATOR."

. WHEREAS, the purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support and enhancement of public recreational boating opportunities in their respective efforts for the following in Attachment A: Table A, hereafter referred to as the "PROJECTS," and

. WHEREAS, the COMMISSION has available labor, equipment, and materials funded part from the Sport Fish Restoration Act – Boat Access and part from state funding to construct new, improve existing, and maintain the PROJECTS, and

WHEREAS, the COOPERATOR has property available for boating access, further described in Attachments A: Table B, hereafter referred to as the "PROJECT SITES," and wishes to cooperate with the COMMISSION.

In consideration of mutual promises contained herein, the COMMISSION and the COOPERATOR agree as follows:

1. RESPONSIBILITIES OF THE PARTIES. The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. Responsibilities of the COMMISSION.

1. Provide labor, equipment, and materials to maintain the structure or improvements at the PROJECT SITES described in Attachment A: Table B. The foregoing structures and improvements shall hereinafter be collectively referred to as the "PROJECT FACILITIES."

2. Agrees to perform all structural maintenance, improvements to the PROJECT FACILITIES as may be necessary during the term of this Agreement.

3. Obtain appropriate permits prior to construction or repair work performed hereunder.

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4. Communicate with the COOPERATOR on any changes to the Agreement.

B. Responsibilities of the COOPERATOR

1. Agrees to dedicate, by appropriate action of its governing body, the real property referenced in Attachment A, Table A, Exhibit 1, and by its acceptance to the provisions of this Agreement does hereby dedicate it to public use, in perpetuity, as a recreation area available to the general public for recreation and boating purposes only, as shown in Attachment B, entitled the "Site Dedication". The parties further agree that the execution of this Agreement shall constitute an acceptance of the dedication of this Project Site on behalf of the general public of the State.

2. Agrees to provide a means of ingress and egress to the PROJECT SITES and PROJECT FACILITIES capable of accommodating standard two-wheel drive vehicles, and to provide adequate parking facilities adjacent to the PROJECT FACILITIES, as referenced in Attachment A: Table C.

   Each parking space will be capable of accommodating a standard vehicle and boat trailer. COOPERATOR further agrees, subject to availability of necessary funds, to provide other ancillary facilities such as, but not limited to, lighting, public restrooms, picnic and recreational facilities as may be deemed, in the opinion of the COOPERATOR, to be necessary or desirable.

3. Agrees to operate and, subject to the terms of paragraph A.2 hereof, maintain PROJECT SITES, and all ancillary facilities thereon for the duration of the term of this agreement. Such operational and maintenance responsibility shall include, but not be limited to, the maintenance of ancillary facilities, trash removal, grounds maintenance on the PROJECT SITES, and the provision of such law enforcement services as are usual and customary in order to allow the safe and orderly public utilization of the PROJECT SITES.

4. Shall keep the PROJECT SITES and PROJECT FACILITIES open for public use, maintained in accordance with all applicable health and safety standards and kept in good repair to prevent undue deterioration and provide for safe public use.

5. Covenants that it has full legal authority and financial ability to develop, operate and maintain the PROJECT FACILITIES and improvements in accordance with the terms of this Agreement.

6. Communicate in writing to the COMMISSION when repairs or maintenance to be conducted by the COMMISSION in accordance with paragraph A.2 hereof are deemed necessary by the COOPERATOR.

7. Shall not, for any reason, convert all or any portion of the PROJECT SITES or PROJECT FACILITIES to other purposes, without prior approval of the COMMISSION.

8. Agrees that no launch fee shall be charged by the COOPERATOR. Entrance fees for large multi-park facilities may be collected by the COOPERATOR if agreed to in writing by the COMMISSION and if done in accordance with Federal Aid guidelines. Fees charged for the PROJECT SITES by the COOPERATOR shall be imposed uniformly upon all users without regard to age, sex, race, religion, handicap, other condition, or the political subdivision in which the users may reside. COOPERATOR further agrees, in accordance to 50 CFR 80.24, that no restrictions limiting motorboats with common horsepower ratings shall be applied to waters adjacent to the PROJECT SITES, which is the subject of this Agreement.

9. Agrees not to restrict access hours to boat launching facilities comprising the PROJECT FACILITIES unless such restriction is agreed to by the COMMISSION in writing and made part of this Agreement by way of an amendment.

10. Agrees, upon request, to provide the COMMISSION with any existing documents such as surveys, design plans, or as built drawings as may be necessary for construction or repair of the project facilities and to otherwise assist the COMMISSION, as appropriate, in obtaining all necessary permits for work on the PROJECT FACILITIES. As available, the COOPERATOR further agrees to provide engineering services, when necessary, to address special design problems and for the purpose of reviewing and signing permit applications requiring a professional engineer's signature.

11. Agrees to reimburse of pay directly the Commission for any penalties imposed by United States, Department of Interior due to the COOPERATOR'S non-compliance with applicable Federal regulations, to the extent provide by law. Any such penalties will be paid by the COOPERATOR.

12. Agrees to give the COMMISSION the right to access the PROJECT FACILITIES, through its agents and employees designated for that purpose, to inspect the PROJECT FACILITIES thereon, and to perform any duties imposed hereunder. The parties agree that, in compliance with 50 CFR 80.20, those lands or waters on which capital improvements are made by the COMMISSION hereunder shall remain within the control of the COMMISSION to the extend necessary to assure the protection, maintenance, and use of the improvement(s) throughout the term of this agreement.

13. Agrees to allow the COMMISSION to post, at its own expense, signs at the PROJECT SITES identifying, the PROJECT FACILITIES, as a Federal Aid Project, and the party hereto as a cooperator in providing boating access facilities. In addition, such signs may include public information concerning maintenance of the PROJECT SITES.

C. Additional Terms of The Agreement

1. TERM OF THE AGREEMENT. It is understood and agreed that the relationship established by this Agreement is meant to be for the benefit of both parties, and that this

Agreement shall be effective on the date of execution by both parties, and shall remain in effect for a period of twenty (20) years, or for a period of 20 (twenty) years from the completion of any reconstruction or major repair, or significant structural alteration or addition to the PROJECT FACILITIES, approved in writing by the parties and conducted at the expense of the COMMISSION, whichever is longer, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

2. TERMINATION. The COMMISSION may terminate the contract, in whole as to the PROJECT SITE, or as to any specified PROJECT FACILITIES which are the subject hereof, upon giving written notice to the COOPERATOR, specifying the termination date, by certified mail, return receipt requested, at least sixty (60) days prior to the termination date specified in the notice. In the event of such termination, the obligations of the parties hereunder shall cease as to the PROJECT SITES or PROJECT FACILITIES which are the subject of termination, and such PROJECT SITES or PROJECT FACILITIES shall revert to the exclusive control of the COOPERATOR.

3. NOTICES. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addresses as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COMMISSION:
Chanda Zirkelbach/or Successor
Boating Access Coordinator
Florida Fish and Wildlife Conservation
Conservation Commission
620 South Meridian Street
Tallahassee, Florida
850-617-9538
850-488-9284
Chanda.Zirkelbach@myfwc.com

FOR THE COOPERATOR:
Richard Fleeger/or Successor
Parks & Facilities Superintendent
Highlands County
Board of County Commissioners
P.O. Box 1926
Sebring, FL 33871-1926
863-402-6758
rfleeger@hcbcc.org

4. AUTHORITIES. It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this Agreement are thereby limited. It shall be the responsibility of each party to interpret its own authorities and policies, and make decisions as required under law and policies applicable to each. This Agreement is hereby entered into under the following authorities, and other applicable law:

   a. FWC: Article IV, Section 9, Florida Constitution.

5. PUBLIC RECORDS. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

6. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

7. STATE REQUIRED CLAUSES.

a. Non-discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

b. Prohibition of Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Public Entity Crimes. In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner 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, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

d. Legislative appropriation. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

9. FEDERAL REQUIRED CLAUSES.

a. Non-discrimination. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. 6101 et seq.); and with all other Federal laws, regulations, and policies prohibiting discrimination on the grounds of race, color, national origin, handicap, religion, sex, or sexual orientation, in providing for facilities and service to the public.

b. Public Laws. Nothing herein contained in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the Agreement.

c. Appropriations. Nothing contained in this Agreement shall be construed as binding the COMMISSION to expend in any one fiscal year any sum in excess of appropriations made by Congress, and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

10. NON-ASSIGNMENT. This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

11. SEVERABILITY AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

12. NO THIRD-PARTY RIGHTS. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

13. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

14. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

15. EMPLOYMENT ELIGIBILITY VERIFICATION. The Contractor shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

The Contractor shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

16. ENTIRE AGREEMENT; AMENDMENT. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

Remainder of Page Intentionally Left Blank
Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

William R Handley

Chairman, or designee

Name: William R. Handley

Title: Chairman

Date: July 21, 2020

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Jennifer L Fitzwater for

Executive Director, or designee

Name: Thomas H. Eason

Title: ASSISTANT EXECUTIVE DIRECTOR

Date: Sept. 3, 2020

Attest:

Robert W. Germaine, Clerk of Court

DATED this 21 day of July, 2020

APPROVED as to form and legality
By Highlands County Attorney:

SIGNATURE

APPROVED as to form and legality
by FWC Attorney:

Brandy E. Elliott

SIGNATURE

Attachments:

Attachment A: Project Sites List
Attachment B: Site Dedication Form
Exhibit 1: Project Site Description, Lake Istokpoga West Boat Ramp
Exhibit 2: Project Site Description, H.L. Bishop Park Boat Ramp
Exhibit 3: Project Site Description, Lake Francis Boat Ramp
Exhibit 4: Project Site Description, Lake Clay Boat Ramp
Exhibit 5: Project Site Description, Lake Sebring Boat Ramp
Exhibit 6: Project Site Description, Red Beach Lake Boat Ramp
Exhibit 7: Project Site Description, Lake Istokpoga East Boat Ramp
Exhibit 8: Project Site Description, Lake Josephine Boat Ramp
Exhibit 9: Project Site Description, Lake Letta Boat Ramp
Exhibit 10: Project Site Description, Little Red Water Boat Ramp

Table A: PROJECTS				
FWC Ramp Number	Ramp Name	GPS Location		Exhibit: Site Control/Legal Description (Deed, Easement, Property Appraisal Document)
R-52	Lake Istokpoga West Ramp	27.202482	-81.1893	EASEMENT
WB-7	H.L. Bishop	27.3141867	-81.37262833	DEED
70	Lake Francis	27.204126	-81.238932	DEED
123	Lake Clay	27.315065	-81.35361333	DEED
122	Lake Sebring	27.5239317	-81.49046667	DEED
118	Red Beach Lake	27.4363	-81.40522	DEED
R-51	Lake Istokpoga East Ramp	27.4192233	-81.25235667	EASEMENT
R-49	Lake Josephine	27.39519	-81.45137	EASEMENT
R-48	Lake Letta	27.567369	-81.458488	EASEMENT
119	Little Red Water	27.547415	-81.4789	EASEMENT

Table B: PROJECT SITES			
FWC Ramp Number	Ramp Name	Waterbody	Structures Maintained
R-52	Lake Istokpoga West Ramp	Lake Istokpoga	Boat Ramp, Mooring Dock
WB-7	H.L. Bishop	Lake June in Winter	Two Boat Ramp, Mooring Dock
70	Lake Francis	Lake Francis	Boat Ramp, Mooring Dock
123	Lake Clay	Lake Clay	Boat Ramp, Mooring Dock
122	Lake Sebring	Lake Sebring	Boat Ramp, Mooring Dock
118	Red Beach Lake	Red Beach Lake	Boat Ramp, Mooring Dock
R-51	Lake Istokpoga East Ramp	Lake Istokpoga	Boat Ramp, Mooring Dock
R-49	Lake Josephine	Lake Josephine	Boat Ramp, Mooring Dock
R-48	Lake Letta	Lake Letta	Boat Ramp, Mooring Dock
119	Little Red Water	Little Red Water	Boat Ramp, Mooring Dock

Table C: PROJECT FACILITIES		
FWC Ramp Number	Ramp Name	List of Parking Spaces & Additional Ancillary Facilities
R-52	Lake Istokpoga West Ramp	6 Vehicles w/Trailer
WB-7	H.L. Bishop	30 Vehicles w/Trailer, Lights, Picnic Tables, Pavilion
70	Lake Francis	4 Vehicles w/Trailer, Street Light, Pavilion, Picnic Tables
123	Lake Clay	20 Vehicles w/Trailer, Street Light, Pavilion, Picnic Tables
122	Lake Sebring	4 Vehicles w/Trailer, Street Light
118	Red Beach Lake	8 Vehicles w/Trailer, Street Light, Pavilion, Picnic Table
R-51	Lake Istokpoga East Ramp	6 Vehicles w/Trailer, Lights, Pavilion, Picnic Table
R-49	Lake Josephine	8 Vehicles w/Trailer, Lights, Pavilion, Picnic Table
R-48	Lake Letta	5 Vehicles w/Trailer
119	Little Red Water	5 Vehicles w/Trailer

ATTACHMENT B FWC Agreement #19069

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Attachment A: Table A: Exhibit(s), Legal Description, attached hereto, (the "PROJECTS") has been developed with financial assistance provided by Sport Fish Restoration Funds, through the Fish and Wildlife Conservation Commission, under the grant program called the Sport Fish Restoration Program. In accordance with 50 CFR 80, the PROJECTS are hereby dedicated to the public as boating access facilities for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR:

HIGHLANDS COUNTY, a political subdivision of the
State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

Witness: Pamela Gamez
Print Name: Pamela Gamez

Witness: ST
Print Name: Sara Turnbull

By: _____
James L. Brooks, Chairman

(Official Seal)

Witness: Pamela Gamez
Print Name: Pamela Gamez

Witness: ST
Print Name: Sara Turnbull

ATTEST:

By: _____ for
Robert W. Germaine, Clerk of Court

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 17th day of ~~August,~~ September, 2019, by James L. Brooks, as Chairman of the Board of County Commissioners, and by Robert W. Germaine, Clerk of Court, who are personally known to me or who have produced _____ as identification and who did not take an oath.

Pamela Gamez
Print Name: Pamela Gamez
Notary Public, State of Florida
My Commission Expires: 1/11/2020

PAMELA GAMEZ NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires January 11, 2020
No. FF 947187

FWC Ramp Number R-52
(HG00055UH)

Lake Istokpoga West Ramp
Lake Istokpoga

DRAWING NUMBER

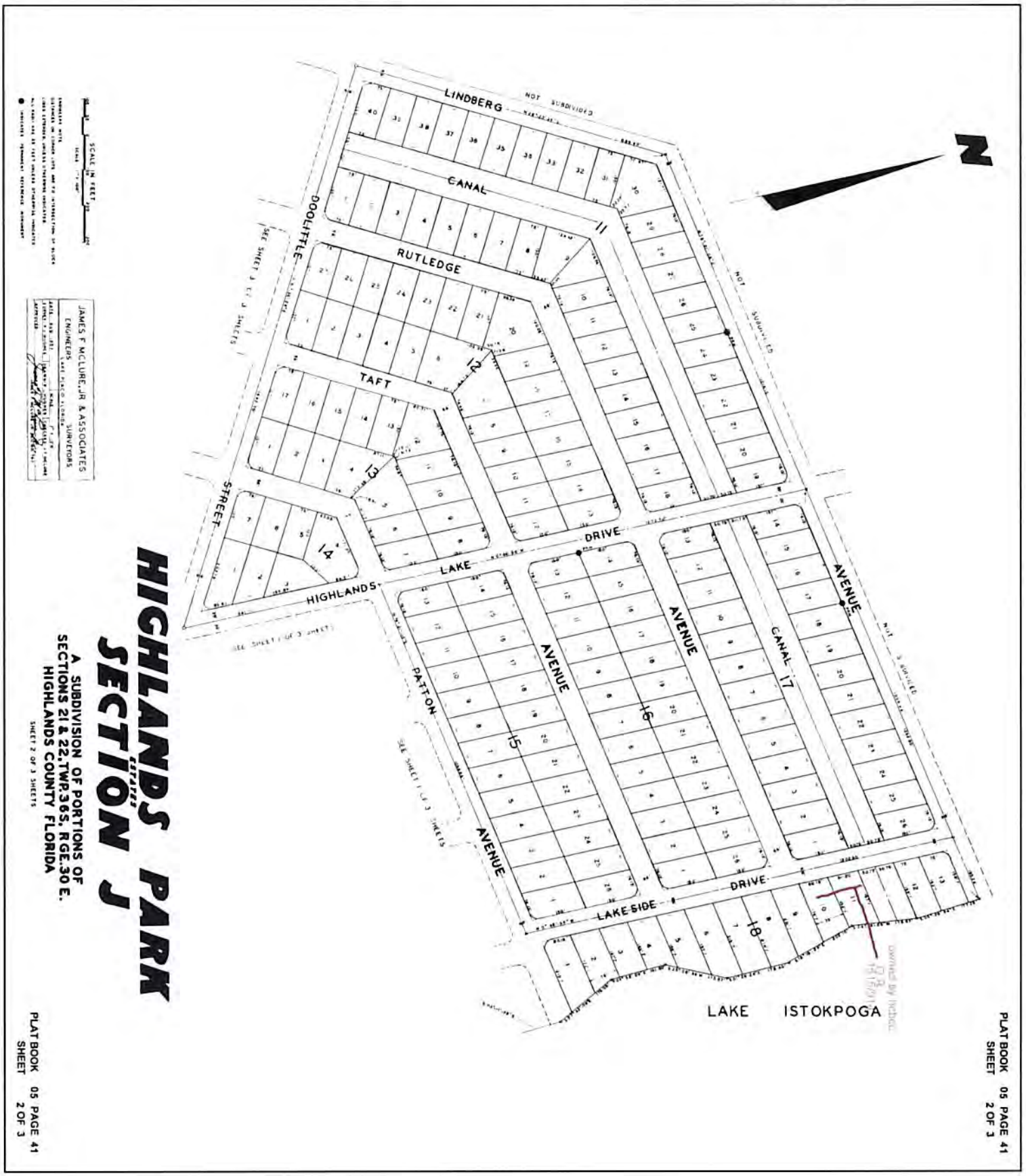
DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER
PLAT BOOK 05
PAGE 41

EXHIBIT A LAKE ISTOKPOGA WEST SIDE BOAT RAMP

PLAT BOOK 05 PAGE 41
SHEET 2 OF 3



HIGHLANDS PARK "SECTION J"

A SUBDIVISION OF PORTIONS OF
SECTIONS 21 & 22, TWP. 36S., RGE. 30 E.
HIGHLANDS COUNTY FLORIDA

SHEET 2 OF 3 SHEETS

PLAT BOOK 05 PAGE 41
SHEET 2 OF 3

PLAT BOOK 05 PAGE 41
SHEET 2 OF 3

EXHIBIT A LAKE ISTOKPOGA WEST SIDE

6.00 DS
1750 DS

** OFFICIAL RECORDS **
BK 1515 PG 914

DEED DOC STAMPS $175.00 D.C. DH

This instrument was prepared by:
Joyce E. Wurtz, for
South Ridge Abstract & Title Co.
229 South Commerce
P O Box 1070
Sebring, Florida 33870

FILE # 1075028 RCD: Sep 26 2000 @ 09:58AM
L. E. "Luke" Brooker, Clerk, Highlands County

Parcel ID Number: C 20 36 30 090 0180 0100/0110

Warranty Deed

This Indenture, Made this 22nd day of August , 2000 A.D. **Between**
I. EDWARD LONDON

of the County of , State of , **grantor,** and
BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, A Political Subdivision of the State of Florida
whose address is P.O. BOX 1926, Sebring, Florida 33871

of the County of HIGHLANDS , State of FLORIDA , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Highlands State of Florida to wit

Lot 10 and Lot 11, in Block 18, of HIGHLANDS PARK ESTATES SECTION J, according to the Plat thereof as recorded in Plat Book 5, Page 41, of the Public Records of Highlands County, Florida.

Subject to restrictions, reservations and easements of record, if any, and taxes and assessments for the year 2000 and subsequent years

THE PROPERTY HEREIN CONVEYED IS THE SEPARATELY OWNED NON-HOMESTEAD PROPERTY OF THE GRANTOR AS DEFINED UNDER FLORIDA LAW. GRANTOR DOES IN FACT RESIDE IN MIAMI, FLORIDA 33133.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Mary Ann McDermott
Printed Name: MARY ANN MCDERMOTT
Witness

Tammy Gatlin
Printed Name: TAMMY GATLIN
Witness

I. EDWARD LONDON (Seal)
P.O. Address

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 22nd day of August , 2000 by
I. EDWARD LONDON

he is personally known to me or he has produced his Drivers License as identification

Tammy Gatlin
Printed Name: tammy gatlin
Notary Public
My Commission Expires

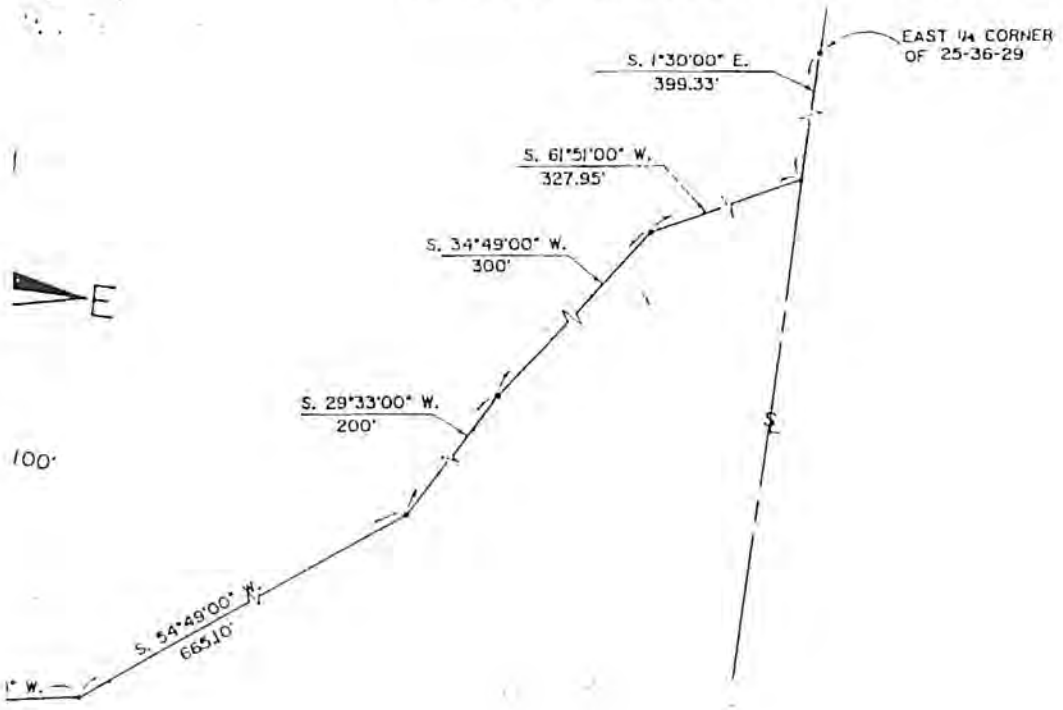
TAMMY GATLIN
Commission #CC813052
Expires Feb. 28, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

54162

FWC Ramp Number WB-7
(HG00008GM)

H. L. Bishop
Lake June-in-Winter

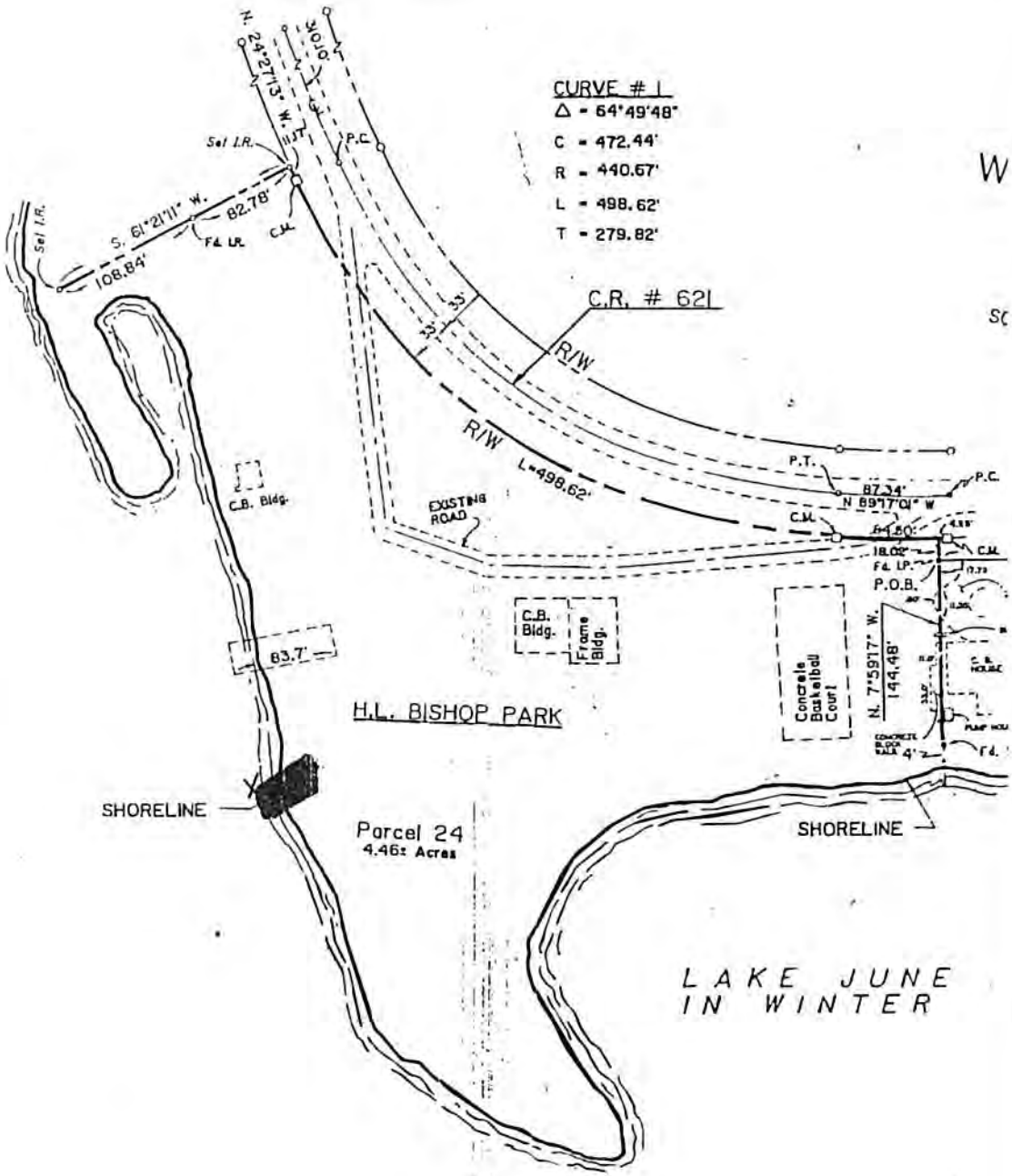
EXHIBIT A H.L. BISHOP PARK-LAKE WINTER-IN-JUNE



LEGAL DESCRIPTION:

COMMENCING AT THE QUARTER SECTION CORNER ON THE EAST BOUNDARY LINE OF SECTION 25, TOWNSHIP 36 SOUTH, RANGE 29 EAST, IN HIGHLANDS COUNTY, FLORIDA; THENCE RUN SOUTHERLY ALONG SAID EAST BOUNDARY OF SECTION 25 FOLLOWING A TRUE BEARING OF S. 1° 30' E. A DISTANCE OF 399.33 FEET TO A POINT ON THE CENTER LINE OF A ROAD RUNNING FROM OLD STATE ROAD NO. 8 TO THE GOLF AND COUNTRY CLUB HOUSE, THENCE RUN S. 61° 51' W., A DISTANCE OF 327.95 FEET; THENCE RUN S. 34° 49' W., A DISTANCE OF 300.00 FEET; THENCE RUN S. 29° 33' W., A DISTANCE OF 200.00 FEET; THENCE RUN S. 54° 49' W., A DISTANCE OF 665.10 FEET; THENCE RUN S. 81° 59' W., A DISTANCE OF 178.75 FEET; TO THE POINT OF BEGINNING, THENCE RUN N. 7° 59' 17" W. A DISTANCE OF 18.02 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 621, THENCE RUN N. 81° 17' 01" W. A DISTANCE OF 84.50 FEET, THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS OF 440.67 FEET AND A CENTRAL ANGLE OF 64° 49' 48" AND A DISTANCE OF 498.62 FEET ALONG THE ARC OF THE CURVE, THENCE RUN N. 24° 27' 13" W. A DISTANCE OF 11.17 FEET TO THE WESTERLY PROPERTY LINE; THENCE RUN S. 61° 21' 11' W. A DISTANCE OF 191.62 FEET MORE LESS TO A POINT ALONG THE SHORE LINE OF LAKE JUNE-IN-WINTER; THENCE RUN ALONG THE MEAN HIGH WATER LINE DESCRIBED AS FOLLOWING: THENCE RUN S. 8° 49' 45" E., A DISTANCE OF 50.29 FEET; THENCE RUN S. 17° 20' 58" E., A DISTANCE OF 132.39 FEET; THENCE RUN N. 61° 24' 59" E., A DISTANCE OF 20.69 FEET; THENCE RUN N. 3° 56' 06" E., A DISTANCE OF 15.71 FEET; THENCE RUN N. 19° 52' 33" W., A DISTANCE OF 116.14 FEET; THENCE RUN N. 64° 04' 48" E., A DISTANCE OF 49.55 FEET; THENCE RUN S. 18° 37' 04" E., A DISTANCE OF 30.90 FEET; THENCE RUN S. 12° 56' 27" E., A DISTANCE OF 50.05 FEET; THENCE RUN S. 18° 01' 47" E., A DISTANCE OF 63.22 FEET; THENCE RUN S. 18° 38' 33" E., A DISTANCE OF 71.97 FEET; THENCE RUN S. 38° 00' 00" E., A DISTANCE OF 11.40 FEET; THENCE RUN S. 11° 24' 33" E., A DISTANCE OF 27.46 FEET; THENCE RUN S. 13° 25' 30" E., A DISTANCE OF 70.64 FEET; THENCE RUN S. 18° 11' 32" E., A DISTANCE OF 52.06 FEET; THENCE RUN S. 34° 17' 53" E., A DISTANCE OF 25.20 FEET; THENCE RUN S. 31° 46' 02" E., A DISTANCE OF 44.32 FEET; THENCE RUN S. 8° 15' 51" E., A DISTANCE OF 51.20 FEET; THENCE RUN S. 26° 30' 18" E., A DISTANCE OF 84.36 FEET; THENCE RUN S. 58° 36' 40" E., A DISTANCE OF 80.57 FEET; THENCE RUN S. 43° 40' 33" E., A DISTANCE OF 41.01 FEET; THENCE RUN S. 55° 01' 57" E., A DISTANCE OF 28.90 FEET; THENCE RUN N. 67° 18' 08" E., A DISTANCE OF 40.18 FEET; THENCE RUN N. 7° 15' 52" W., A DISTANCE OF 32.00 FEET; THENCE RUN N. 40° 35' 53" W., A DISTANCE OF 72.80 FEET; THENCE RUN N. 13° 34' 20" W., A DISTANCE OF 39.29 FEET; THENCE RUN N. 4° 39' 14" E., A DISTANCE OF 86.81 FEET; THENCE RUN N. 28° 10' 27" E., A DISTANCE OF 18.32 FEET; THENCE RUN N. 68° 38' 58" E., A DISTANCE OF 157.22 FEET; THENCE RUN N. 84° 33' 03" E., A DISTANCE OF 68.85 FEET; THENCE RUN N. 78° 24' 21" E., A DISTANCE OF 84.01 FEET, TO THE END OF MEAN HIGH WATER LINE, THENCE RUN N. 7° 59' 17" W. ALONG THE EASTERLY PROPERTY LINE A DISTANCE OF 148.48 FEET TO THE POINT OF BEGINNING; CONTAINING 4.46 ACRES MORE OR LESS.

EXHIBIT "A"



LEGEND

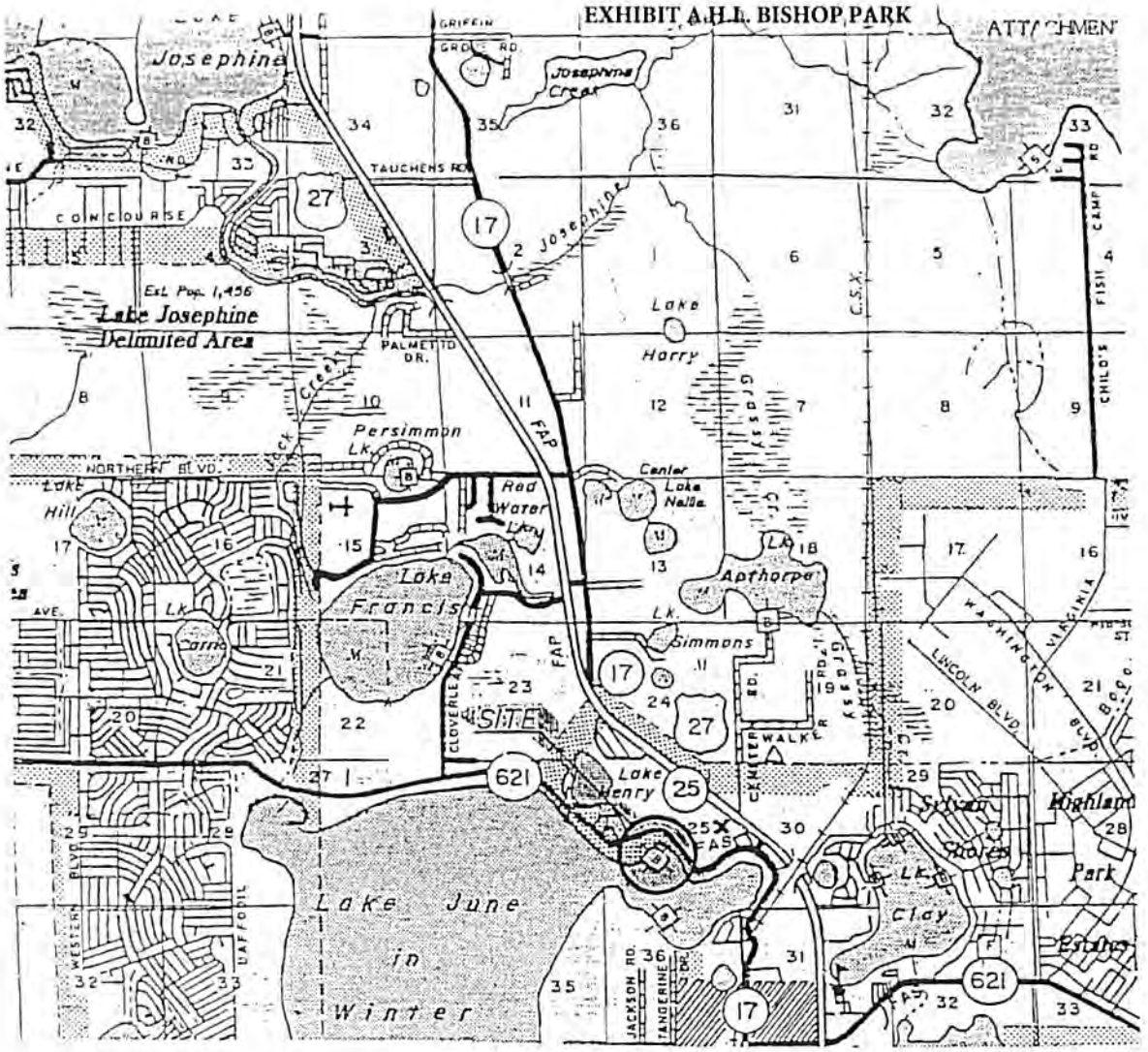
- I.P. IRON PIPE
- I.R. IRON ROD
- C.M. CONCRETE MARKER
- P.W. PRESENT WATER

CERTIFICATE:

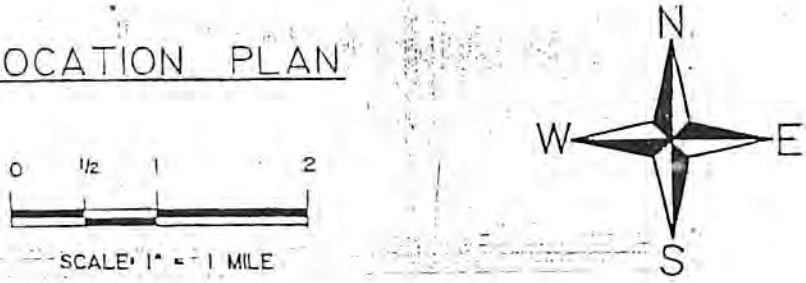
I hereby certify that this MAP OF SURVEY is a true representation of a recent survey made under my direction and is correct to the best of my knowledge and belief, that there are no encroachments and/or easements except as may be shown hereon, and that the survey represented hereon meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association. I FURTHER CERTIFY THAT THIS MAP OF SURVEY meets the minimum Technical Standards for Boundary Surveys as defined in CH. 21 HH-6, Florida Administrative Code.

CARL L. COOL, Registered Land Surveyor
Florida Certificate No. 3380.

4344 George Boulevard
Sebring, Florida 33872



LOCATION PLAN



Agreement No. 21

FWC Ramp Number 70
(HG00039LK)

Lake Francis Boat Ramp
Lake Francis

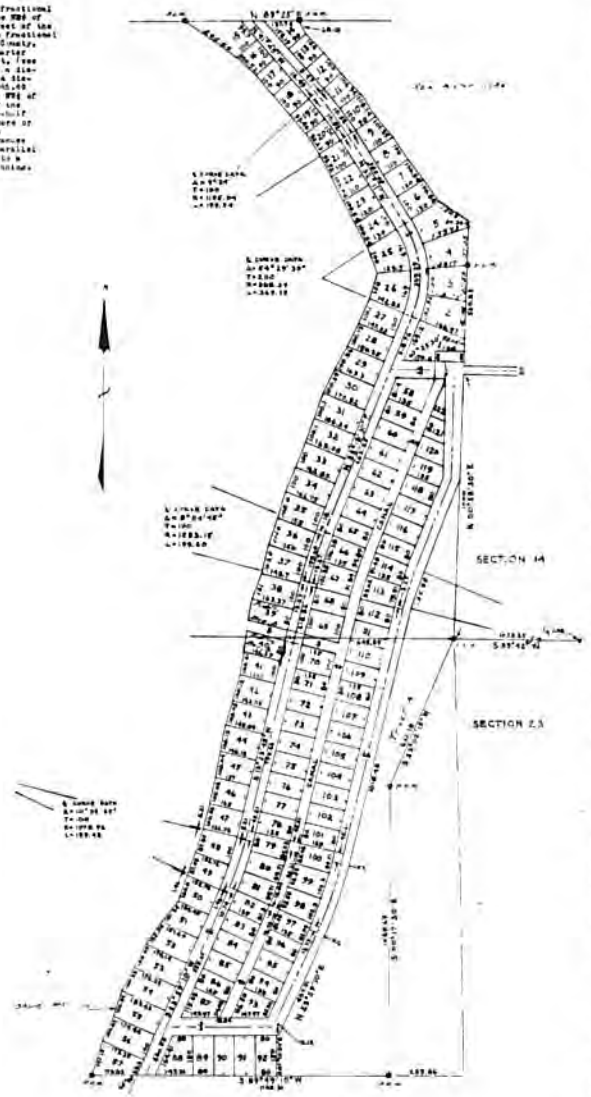
EXHIBIT A LAKE FRANCIS

TWIN LAKES ESTATES

DESCRIPTION:

All fractional ¼ of the SW¼ and the East 165 feet of all fractional 84 of the SW¼ less the South 100 feet and less the North 330 feet; of Section 14, Township 36 South, Range 29 East, Highlands County, Florida, also

Generally described as being the fractional SW¼ of the SW¼ and fractional 84 of the 84 of the SW¼ of the SW¼ and a portion of the West 165 feet of the NW¼ of the NW¼ of Section 23, Township 36 South, Range 29 East and the South 100 feet of the fractional 84 of the SW¼ and the West 165 feet of the South 100 feet of the fractional 84 of the SW¼ of Sectional 14, Township 36 South, Range 29 East, Highlands County, Florida; more particularly described as follows: Commencing at the SW. Quarter corner on the North boundary of Section 23, Township 36 South, Range 29 East, from thence run along the North boundary of Section 23 Township 36 South Range 29 East, from Government survey June 28, 1921 Highlands County, Fla., thence S. 89°41' W. a distance of 1,853.15 feet to the point of beginning; thence S. 33° 09' 15" W. a distance of 451.14 feet to a point, thence S. 00° 19' 30" E. a distance of 1,045.40 feet to a point on the South boundary of the 84 of the 84 of the SW¼ of the SW¼ of Sec. 23; thence S. 89° 49' 15" W. following the South boundary of the 84 of the 84 of the SW¼ of the SW¼ of Section 23 a distance of 1,163.31 feet to a monument not witnessed iron pipe, thence S. 89° 49' 15" W. a distance of 20 feet more or less to the present shore line of Lake Frances (formerly Lake Jessie), thence in a North, Northwest direction following the present shore line of Lake Frances a distance of 1,900 feet more or less to a point, thence S. 89° 49'W. and parallel to the South boundary of Section 14 a distance of 300±20 feet more or less to a point, thence N. 00° 19' 30" W. a distance of 100 feet to the point of beginning.



SCALE, 1"=200'

NOTE. All lot lines are either perpendicular or radial

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

I HEREBY CERTIFY that this plat is true and correct representation of a recent survey made and platted under my direction, and that permanent reference monuments have been set as indicated in accordance with the provisions of Section 177 Chapter 10275, Laws of Florida, Acts of 1925.

By per E. Miller, Registered Surveyor No. 882

DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

KNOW ALL MEN BY THESE PRESENTS, that Twin Lakes Estates, Incorporated, a Florida corporation, owners of the land shown hereon and described in the title hereof, have caused the same to be subdivided and platted and do hereby dedicate to the use of all the lot owners in said subdivision the streets as shown hereon provided that such streets or roads shall remain the property of the undersigned, their successors and assigns until the County of Highlands shall assume the responsibility of the same, which assumption shall be by the action of the Board of County Commissioners of Highlands County, Florida.

WITNESS the Corporate Name and Seal of said Corp. this 12 day of June, 1957.

TWIN LAKES ESTATES, INC.

By _____ President (C.S.)

Attest _____ Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

Before me, a Notary Public of the State of Florida personally appeared Hattie Gaske, President and Rose Gaske, Secretary to me personally known, to be known to be President and Secretary respectively of the Twin Lakes Estates, Incorporated, a Florida Corp. and they acknowledge before me that they executed the foregoing instrument in their official capacity as the act and deed of said corporation and by and with the authority of the Board of Directors of said Corporation.

WITNESS my hand and official seal this 12 day of June A.D. 1957 at _____ County, Florida.

My commission expires
June

_____ Notary Public

APPROVAL

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

This certifies that the Board of County Commissioners of HIGHLANDS COUNTY, FLORIDA has officially approved this plat this 9 day of July 1957.

By _____ Chairman

Attest _____

CLERK'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

I, H. T. Insley, Clerk of Circuit Court of Highlands County, Florida do hereby certify that I have examined this plat and find that it complies in form and with the requirements of the laws of the State of Florida regulating the making of surveys and filing for record of maps and plats and have this day filed same for record in Plat Book No. 1 page 21.

Witness my hand and official seal at Sebring, Highlands County, Florida this 17 day of July 1957.

_____ Clerk of Circuit

DEDICATION BY MORTGAGEE

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

This is to certify that we, Grady Smoak and Emma Ruth Smoak, his wife, W. J. Scarborough and Hazel Scarborough, his wife and B. W. Williams and Wylma Williams, his wife the owners and holders of a mortgage on the premises described hereon, do hereby dedicate to the public for use all streets or roads as shown on said plat.

In witness whereof We have hereunto set my hand and seal this the 12th day of July, 1957.

_____ _____

_____ _____

_____ _____

_____ _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

Before me, a Notary Public of the State of Florida, personally appeared Grady Smoak and Emma Ruth Smoak, his wife, W. J. Scarborough and Hazel Scarborough, his wife and B. W. Williams and Wylma Williams, his wife to me known to be the individuals who signed the foregoing certificate, and who have acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 12th day of July A.D. 1957 at Lake Placid, Highlands County, Fla.

My commission expires
December 17, 1960

_____ Notary Public

FWC Ramp Number 123
(HG70006US)

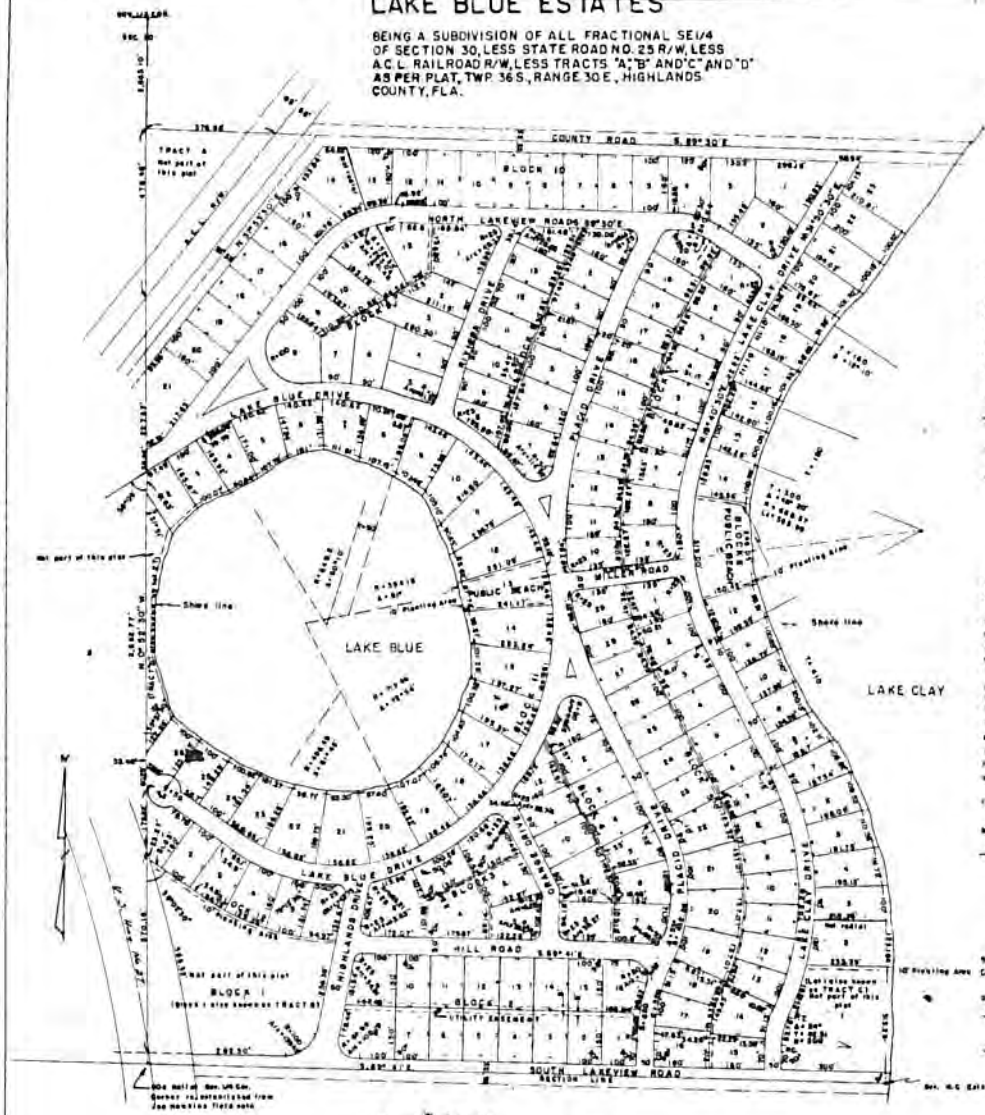
Lake Clay Boat Ramp
Lake Clay

EXHIBIT A LAKE CLAY BOAT RAMP

LAKE BLUE ESTATES

BEING A SUBDIVISION OF ALL FRACTIONAL SE1/4 OF SECTION 30, LESS STATE ROAD NO. 25 R/W, LESS A.C.L. RAILROAD R/W, LESS TRACTS "A", "B" AND "C" AND "D" AS PER PLAT, TWP. 36 S., RANGE 30 E., HIGHLANDS COUNTY, FLA.

121711



STATE OF FLORIDA
COUNTY OF HIGHLANDS:

I HEREBY CERTIFY that this plat is a true and correct representation of a recent survey made and platted under my direction and that permanent reference monuments have been set as indicated in accordance with the provisions of Section 7 Chapter 10275, Laws of Florida, Acts of 1925.

Roger E. Miller
Rogers Miller, Registered Surveyor No. 885

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

KNOW ALL MEN BY THESE PRESENTS, that we, Arthur W Miller and wife Ruby B Miller and John W. Wirick jr. and wife Dorothy T. Wirick, owners of the land shown hereon as described in the title hereof, have caused the same to be surveyed, subdivided and mapped and do hereby dedicate the roads or streets shown hereon to public use. Dated at Sebring, Highlands County, Florida, this 29th day of July 1954.

WITNESS:

Frances W Miller — Arthur W Miller (L.S.)
Leonard C Heath — Ruby B. Miller (L.S.)
— John W. Wirick jr (L.S.)
— Dorothy T Wirick (L.S.)

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

I HEREBY CERTIFY that on this 29th day of July 1954, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Arthur W. Miller and wife Ruby B. Miller, John W. Wirick jr. and wife Dorothy T. Wirick to me well known to be the individuals who signed the foregoing certificate, and who have acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed, and I further certify that the said Ruby B. Miller known to me to be the wife of Arthur W. Miller and Dorothy T. Wirick known to me to be the wife of John W. Wirick jr., on separate and private examinations taken by and before me, separate and apart from their said husbands, did acknowledge before me that they executed the same for the purpose of relinquishing, renouncing and conveying all their rights, title and interest in and to the lands described herein dedicated to the public use and that they executed the same freely and voluntarily, and without any compulsion, constraint or fear of or from their respective husbands.

WITNESS my hand and official seal this 29th day of July 1954 at Sebring, Highlands County, Florida.

My commission expires on
Nov. 23, 1955

W. S. Everett
Notary Public

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

This certifies that the Board of County Commissioners of HIGHLANDS COUNTY, FLORIDA has officially approved this plat this 2nd day of AUGUST 1954.

By, O. J. Smith
Chairman

Attest H. T. Platy

STATE OF FLORIDA
COUNTY OF HIGHLANDS:

I, H. T. Platy, Clerk of the Court of Highlands County, Florida, do hereby certify that I have examined this plat and that it complies in and with the laws of the State of Florida regulating the making of surveys and filing for record of maps and I have this day filed same for record in plat book No. [illegible] page [illegible]

WITNESS my hand and official seal at Sebring, Highlands County, Florida this [illegible] day of [illegible]

H. T. Platy
Clerk of Circuit Court

NOTE:
5/8" R.I. Pipes placed at all Lot Corners, P.C.s, P.T.s, P.C.C.s, and P.R.s.
All lot lines are radial or perpendicular unless otherwise specified.
Any discrepancies will be placed in corner lots

SCALE: 1" = 100'
Shore line varies from dimension line by approximately 5 to 10 feet as lake runs into lots

LOT LINE
UTILITY EASEMENT 10 FT.

TYPICAL LOT SET BACKS

FWC Ramp Number 122
(HG00030HG)

Lake Sebring Boat Ramp
Lake Sebring

EXHIBIT A - LAKE SEBRING BOAT RAMP

82

SUBDIVISION OF LAKE BOULEVARD

AN ADDITION TO THE CITY OF SEBRING
HIGHLANDS Co- FLORIDA
BEING A PART OF SECTIONS 14 & 15-T 34 S-R 28 E.
SCALE 1" = 200' JAN - 1926



STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS: That the Powers Development Company, a corporation, the owner in fee simple of the land as platted upon this plat to be known as LAKE BOULEVARD and dedicated to the City of Sebring, Highlands County, Florida, to be used with the authority of the Board of Directors, does hereby dedicate to the use of the public forever all of the public passageways already shown, and not heretofore dedicated, platted on this map of said land.

WITNESS the corporate name and seal of said corporation this ... day of ... 1926.

POWERS DEVELOPMENT COMPANY
By ...

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before me, a Notary Public in the State of Florida, personally appeared ... and ... to me well known and known to me to be the President and Treasurer, respectively, of the Powers Development Company, a Corporation, and they and each acknowledged before me that they executed the foregoing instrument as their official capacity as the act and deed of said corporation, and he, with the authority of the Board of Directors of said corporation

WITNESS my hand and official seal, this 27 day of Jul, 1926
Notary Public
My commission expires 6-27-29

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, the undersigned Engineer, HEREBY CERTIFY that the plat shown is a true representation of the subdivision described, that permanent reference monuments have been placed as required by law, and all angles and measurements are correct to the best of my knowledge and belief.

... day of January, 1926

A RESUBDIVISION OF

Lots 16 and 17 and part of 18 in Block "B", Lots 17 & 18 inclusive and parts of 19 and 20 in Block "C", Tracts 34 and 36 and parts of Tracts 33, 35, 37, 38, all in C. Harbaugh's 2nd Addition Subdivision of parts of Sections 11, 14, 15, in Township 34 South, Range 28 East, as shown on Recorded Plat of said subdivision in Plat Book 1, Page 19 of Highlands County Records

STATE OF FLORIDA
COUNTY OF HIGHLANDS

IT IS HEREBY CERTIFIED that the City Commissioners of the City of Sebring, Florida, have respectfully approved this plat.

This ... day of ... 1926

... Clerk
By ... Mayor

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, E. F. Summers, Clerk of the Circuit Court of Highlands County, Florida, DO HEREBY CERTIFY that I have examined this plat and that it complies in form with all the requirements of the laws of the State of Florida governing the recording of surveys and filing for record of maps and plats, and I have this day filed same for record in my office in Book ... Page ... of Plats.

WITNESS my hand and official seal at Sebring, Florida.
This ... day of ... 1926

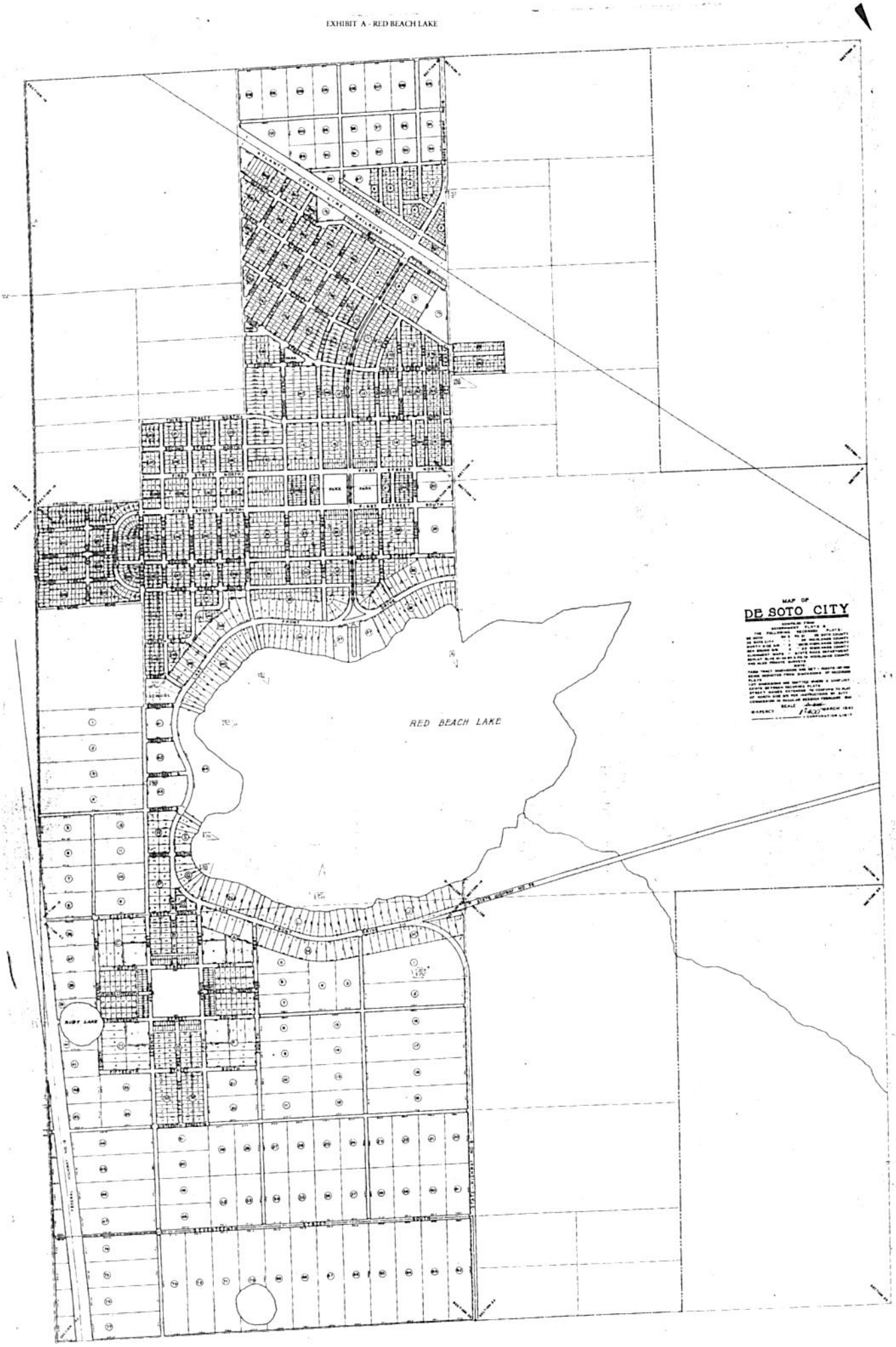
* Close Portion of Roads Per O.R.B.E. 1119, Pg. 1971

Book 2, Page 82

FWC Ramp Number 118
(HG00045XO)

Red Beach Lake Boat Ramp
Red Beach Lake

EXHIBIT A - RED BEACH LAKE

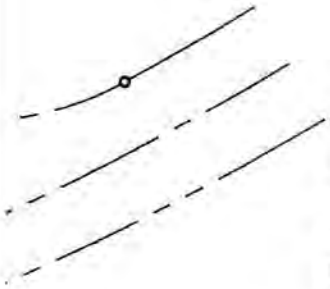


DOWNER PLACE
SCALE: 1 INCH = 50 FEET
SEPT. 1951
FIRST AVE. WEST
LAKE FRONT DRIVE
RED BEACH LAKE
RED BEACH LANE
FIRST AVE. EAST
36
37
32
31
30
38

F SURVEY"

JACK D. LAPADULA PSM
LICENSE NUMBER LS2881
HIGHLANDS COUNTY ENGINEERING DEPARTMENT
4344 GEORGE BLVD.
SEBRING, FLORIDA 33872
PHONE: 1-941-386-6529

REPORT OF RIGHT-OF-WAY SURVEY
OF
RED BEACH BOAT RAMP



MAP OF SURVEY:
SEE THE MAP OF SURVEY. THE SURVEY MAP AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER AT THE END OF THIS REPORT. THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT EACH OTHER.

OWNER: HIGHLANDS COUNTY

LEGAL DESCRIPTION:
THE PORTION OF COMMERCE AVENUE SITUATED SOUTH OF LAKE FRONT DRIVE TO RED BEACH LAKE, BOUNDED ON THE EAST AND WEST BY BLOCK 37 AS SHOWN ON THE PLATS OF DESOTO CITY SECOND SUB, AS RECORDED IN PLAT BOOK 1, PAGE 39 AND DOWNER PLACE, AS RECORDED IN PLAT BOOK 4, PAGE 38 OF THE PUBLIC RECORDS OF SAID HIGHLANDS COUNTY;
CONTAINING 1.73 ACRES MORE OR LESS.

ACCURACY:
THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6 FACE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF RIGHT-OF-WAY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.

DATA SOURCES:
RECOVERED MONUMENTS AND POINTS, PLATS, DESCRIPTIONS, AND INFORMATION AND MAPS OBTAINED FROM RECORDS OF AN ORIGINAL SURVEY ADJACENT PARCELS LOCATED AT THE ENGINEERING DEPARTMENT OF HIGHLANDS COUNTY.

CE

b.

LACE
38

BOUNDARY INCONSISTENCIES:
THE WEST BOUDARY LINE OF DOWNER PLACE. PLAT BOOK 4, PAGE 38 IS IN ERROR.
THE DIMENSIONS SHOWN AND FIELD LOCATION OF PLAT MONUMENTS DO NOT BOUND THE EAST LINE OF COMMERCE AVENUE. THERE IS A HIATUS.

APPARENT PHYSICAL USE AND EASEMENTS:
COUNTY RIGHT-OF-WAY, PAVED ROAD, AND BOAT RAMP ACCESS, WITH TREES, CONCRETE BOAT RAMP, OVERHEAD POWER LINES AND UNDERGROUND WATERLINES WITHIN THE RIGHT-OF-WAY BOUNDARY. OTHER UTILITIES MAY EXIST AND WERE NOT LOCATED BY THIS SURVEY. THERE IS POST AND WIRE FENCE FROM LOT 1 OF DOWNERS PLACE IN THE RIGHT-OF-WAY.

LIMITATIONS:
OWNERSHIP OF HIATUS, STATED ABOVE, NOT DETERMINED BY THIS SURVEY.

NOTE: BEARINGS ARE BASED ON THE CENTERLINE OF COMMERCE AVENUE WHICH WAS ASSUMED NORTH (N.0°00'E.) ON SAID PLAT BOOK 1, PAGE 39.

DATE OF REPORT AND DRAWING: NOVEMBER 11, 1997

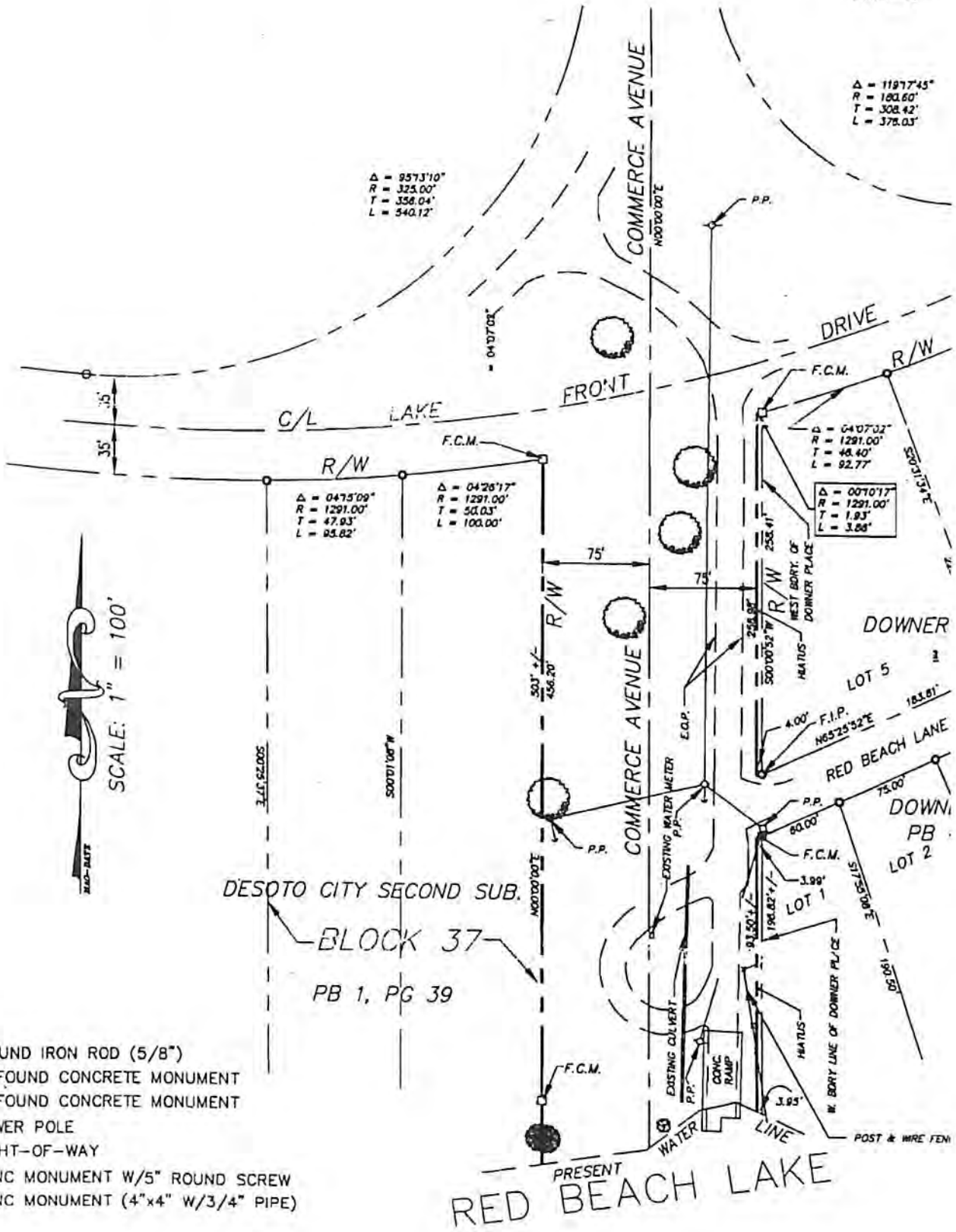
DATE OF SURVEY: NOVEMBER 4, 1997

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE:
JACK D. LAPADULA
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS2881

SIGNED: Jack D. LaPadula SEAL:

EXHIBIT "A"

"MAP



LEGEND:

F.I.R. = FOUND IRON ROD (5/8")
F.C.M. = FOUND CONCRETE MONUMENT
F.C.M. = FOUND CONCRETE MONUMENT
P.P. = POWER POLE
R/W = RIGHT-OF-WAY
■ = CONC MONUMENT W/5" ROUND SCREW
□ = CONC MONUMENT (4"x4" W/3/4" PIPE)

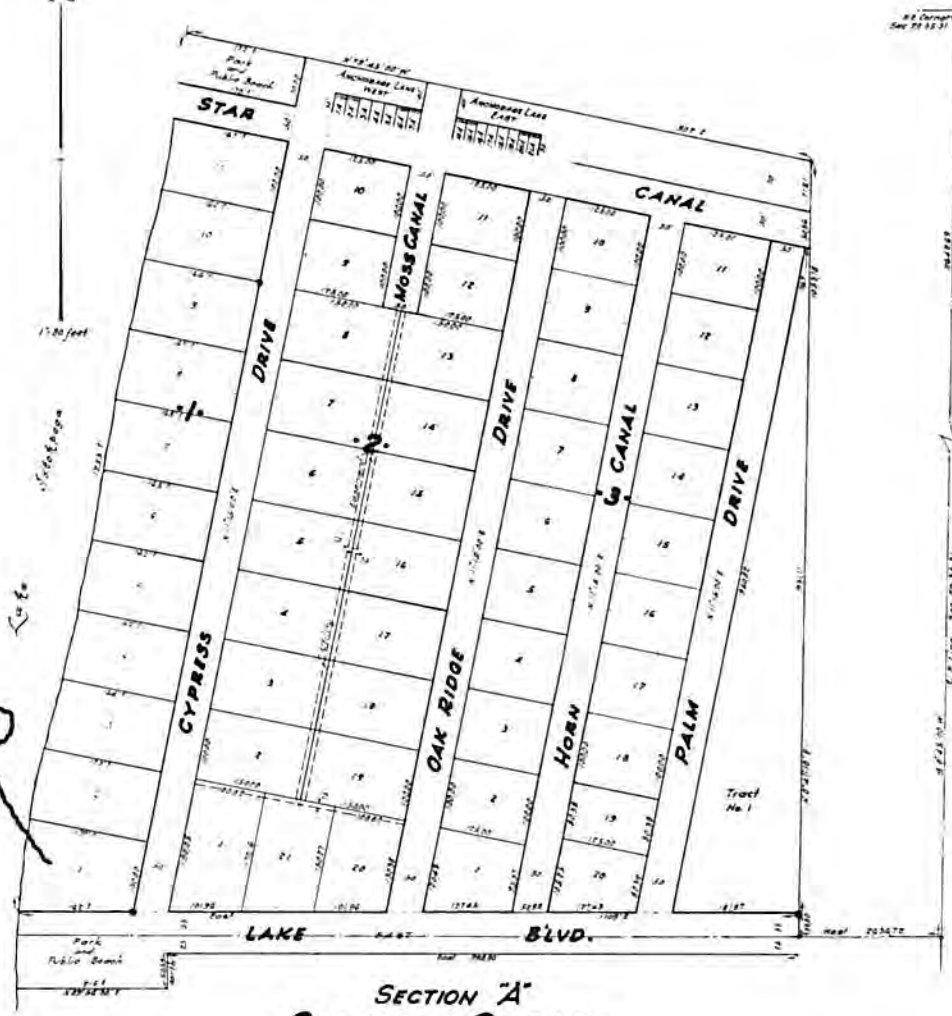
FWC Ramp Number R-51
(HG00051PZ)

Lake Istokpoga East Ramp
Lake Istokpoga

PLAT BOOK 8 PAGE 03

PLAT BOOK 8, PG 03

EXHIBIT A LAKE ISTOKPOGA EAST SIDE



State owns lot 1 blk 1
county maintains

STATE OF FLORIDA,
COUNTY OF HIGHLANDS.

This hereby certifies that the Board of County Commissioners of Highlands County, Florida, has officially approved this plat this 12 day of July 1961

Attest: _____ Clerk of Circuit Court — By: _____ Chairman
Earl Rich — Eugene Hamlin

STATE OF FLORIDA,
COUNTY OF HIGHLANDS.

I, Earl Rich, Clerk of the Circuit Court of Highlands County Florida, do hereby certify that I have examined this plat and that it complies in form with the requirements of the laws of the State of Florida regulating the making of surveys and filing for record of maps and plats, and I have this day filed same for record in Plat Book No. 8 at Page 3

Witness my hand and official seal at Sebring Florida this 7 day of July 1961

_____ Clerk of Circuit Court
Earl Rich

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, James F. McLure, Jr. do hereby certify that this plat is a correct representation of the land platted, and that Permanent Reference Monuments have been placed as called for by the laws of the State of Florida regulating the making of surveys and filing for record of maps and plats.

Witness my hand and seal at Lake Placid, Florida, this 30th day of June 1961

James F. McLure Jr.
Registered Florida Land Surveyor No. 760

Scale in Feet
1 inch = 30 feet

Surveyors Notes:
Distances on corner lots are to intersection of block lines unless otherwise indicated.
All radii are 25 feet unless otherwise indicated.
● indicates Permanent Reference Monument.

SECTION "A"
SUNSET SHORES

A Subdivision in the West ½ of Section 20, Twp 35 S., Range 31 E., Highlands County, Florida; being more aptly described as follows: Commence at the N.E. corner of said Section 20 run thence S 0°45'00" W along the E. line of said Sec 20 for a distance of 1648.65 feet to the E. ¼ corner of said Sec 20; run thence West along the East-West center line of said Sec 20 for a distance of 1634.71 feet to the center of said Sec 20; run thence N 0°41'10" E along the North-South center line of said Sec 20 for a distance of 33.00 feet to the Point of Beginning; continue thence N 0°41'10" E along said center line for a distance of 1033.18 feet to a point; run thence N 76°45'00" W for a distance of 307 feet more or less to the East shore line of Lake Istokpoga; meander thence south-westerly along the said East shore line of Lake Istokpoga for a distance of 1753 feet more or less to a point; run thence East for a distance of 1109 feet more or less to the Point of Beginning.

STATE OF FLORIDA,
COUNTY OF HIGHLANDS. ss

Know all men by these presents that R.L. Stokes and Mary A. Stokes, his wife, owners of the land shown on this plat and described hereon under the title of this plat, has authorized this subdivision to be made and do hereby dedicate to the use of the public forever the streets, parks, drives, canals and public areas shown hereon and described under the title.

Witness:
1. Lois M. Dreit
2. Jos McLure Jr.

R L Stokes
Mary A Stokes

STATE OF FLORIDA,
COUNTY OF HIGHLANDS.

Before me, a Notary of the State of Florida personally appeared R.L. Stokes and Mary A. Stokes, his wife, to me known and they acknowledged before me that they executed the foregoing instrument.

Witness my hand and seal at Sebring, Florida on the 3rd day of July 1961

My commission expires 7-7-62 — Lois M. Dreit, Notary Public, State of Florida

STATE OF FLORIDA,
COUNTY OF HIGHLANDS.

Know all men by these presents that the Avon Citrus Bank a Corporation, the Mortgagee of the land in Sec 20, Twp 35 S. Rge. 31 E., shown hereon, does hereby dedicate the streets, parks, drives, canals and public areas shown hereon and described under the title.

Dated at Avon Park, Florida this 3rd day of July, 1961

WITNESS
1. Mattie B. Barringer
2. Frances R. Adams

AVON CITRUS BANK
Mary F. Barrett — Vice Pres.
Ethel C. Hetzel — Vice Pres. & Cashier

STATE OF FLORIDA,
COUNTY OF HIGHLANDS.

Before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Mary F. Barrett and Robert C. Whitcomb to me personally known to be Vice Pres. and Vice Pres. and Cashier respectively of said Corporation and they acknowledged before me that they executed the foregoing instrument as such officers as the act and deed of said corporation.

Witness my hand and seal at Avon Park, Florida this 3rd day of July, 1961.

My commission expires Feb 15, 1963

Mattie B. Barringer
Notary Public, State of Florida

JAMES F. McLURE, Jr. & ASSOCIATES
ENGINEERS — SURVEYORS
LAKE PLACID, FLORIDA.

DATE	July 3rd 1961	SCALE	1-60 Feet
SURVEY BY	J.F.M.	DRAWN BY	A.M.S.
CHECKED BY	J.F.M.	APPROVED	James F. McLure Jr.
JAMES F. McLURE, Jr. REG. NO. 760			

approved: R.P. Dunlap Jr. Co. Attorney
Co. Surveyor

171036

WARRANTY DEED
CRAW'S FORM 10 (REV.)

Recorded in Official Records Book 197 Page 26

This Warranty Deed Made the 24th day of October, A. D. 19 60, by R. L. STOKES, sometimes known as ROBERT L. STOKES, joined by his wife, MARY STOKES, of the Town of Lorida, County of Highlands, State of Florida, hereinafter called the grantor, to

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

whose postoffice address is City of Sebring, County of Highlands, State of Florida, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Highlands County, Florida, viz:

Starting at the Quarter (1/4) Section corner on the South line of Section 20, Township 35 South, Range 31 East, thence North 0° 41' 10" East a distance of 2,563.80 feet to an iron pipe; thence South 89° 56' 30" West parallel to the South line of said Section 20 a distance of 898.19 feet to an iron pipe, the Point of Beginning; thence continuing South 89° 56' 30" West a distance of 202.08 feet to an iron pipe on the 1926 meander of Lake Istokpoga; thence North 2° 13' East a distance of 50.82 feet to a point on the South side of a county road; thence East 200.00 feet to a point; thence South 50.88 feet to the Point of Beginning.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1959.

204

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Joyce Buckley

R. P. Duncan

R. L. Stokes (SEAL)
R. L. Stokes, sometimes known as Robert L. Stokes

Mary Stokes (SEAL)
Mary Stokes

SPACE BELOW FOR RECORDERS USE

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

R. L. Stokes, sometimes known as Robert L. Stokes and Mary Stokes, his wife,

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of October, A. D. 19 60.

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 17, 1962
Bonded through HARRY LEE, Agency, Sebring

FILED AND RECORDED
1960 OCT 26 AM 10:00
H. T. PIETY, CLERK
HIGHLANDS COUNTY, FLA.

171036

EXHIBIT A LAKE ISTOKPOGA EAST SIDE

EXHIBIT A LAKE ISTOKPOGA EAST SIDE

This Instrument Prepared By and
Please Return To:
David G. Hatch
Heartland Title Insurance Agency, Inc.
3200 U.S. 17 South, Suite 201
Sebring, Florida 33870

** OFFICIAL RECORDS **
BK 1527 PG 881

DEED DOC STAMPS $199.50 D.C. EH

10.50 TTF
199.50

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 5th day of January, A.D. 2001, between **CLYDE W. TRIPLETT**, an unmarried man, whose address is PMB 345, 1010 U. S. Highway 27 South, Avon Park, Florida 33825-5118, grantor, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Highlands County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: C-20-35-31-010-0010-0010

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in
the presence of:

(Signature of First Witness)
David G. Hatch
(Printed, Typed or Stamped Name of First Witness)

(Signature of Second Witness)
Jacquelyn Murphy
(Printed, Typed or Stamped Name of Second Witness)

Clyde W. Triplett
Clyde W. Triplett

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me this 5th day of January, 2001, by Clyde W. Triplett. Such person (Notary Public must check applicable box):

(X) is personally known to me.
( ) produced a driver license.
( ) produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public
David G. Hatch
(Printed, Typed or Stamped Name of Notary Public)

OFFICIAL NOTARY SEAL
DAVID G HATCH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC939437
MY COMMISSION EXP. JUNE 5,2004

Commission No.: _____

My Commission Expires: _____

** OFFICIAL RECORDS **
BK 1527 PG 882

Exhibit "A"

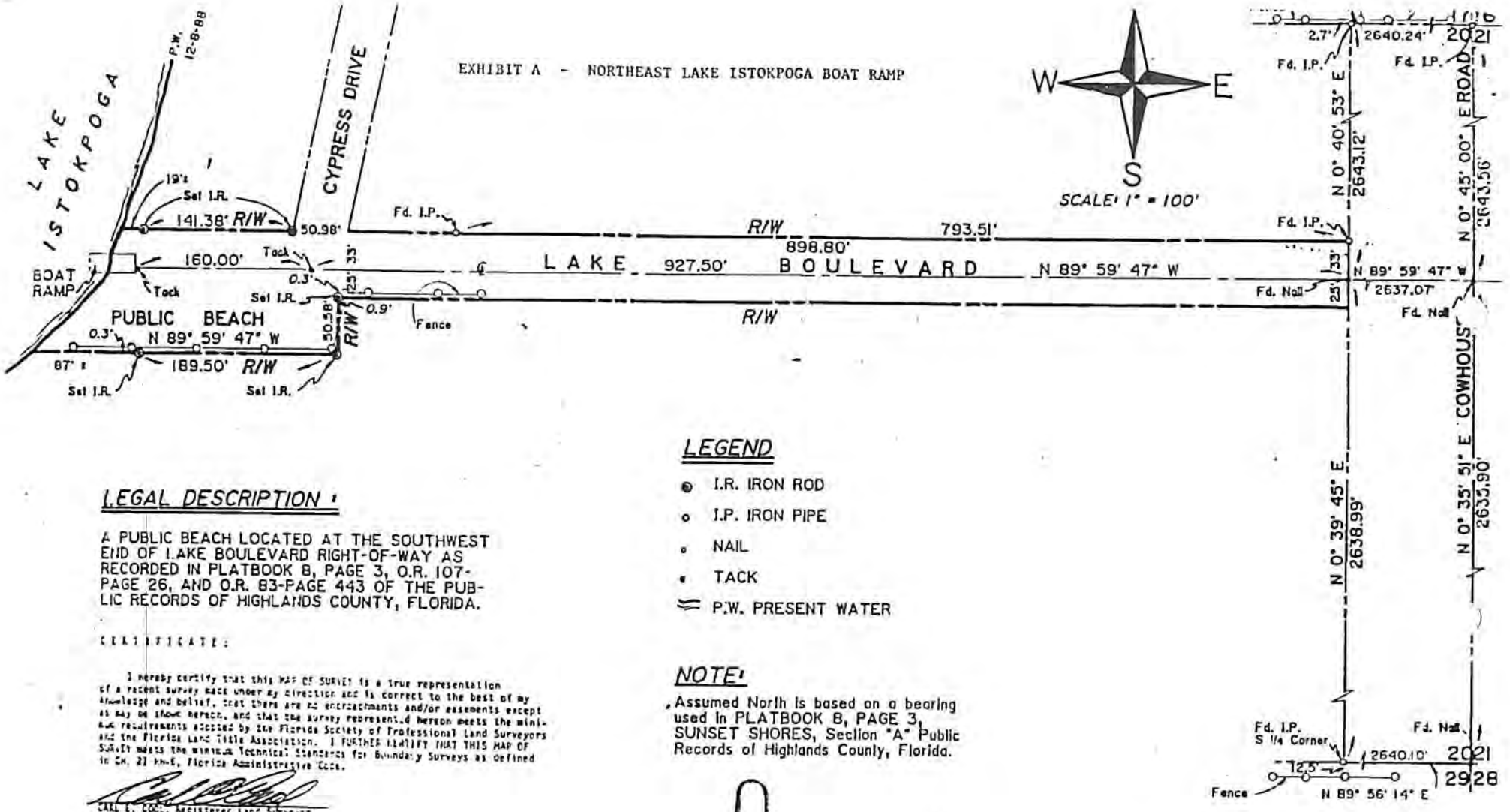
Lot 1, Block 1 of Sunset Shores Subdivision, Section "A", according to plat thereof recorded in Plat Book 8, Page 3, of the Public Records of Highlands County, Florida, less and except the following described parcel of land also lying within said Lot 1, Block 1:

For a point of reference, commence at the Northeast corner of said Lot 1, Block 1, of Sunset Shores Subdivision, Section "A", according to plat thereof recorded in Plat Book 8, Page 3, of the Public Records of Highlands County, Florida, thence North 79°08'18" West, along the North line of said Lot 1, a distance of 172.81 feet to the POINT OF BEGINNING of the following described parcel of land; thence departing said North line, South 10°13'06" West, a distance of 1.87 feet; thence North 82°01'47" West, a distance of 13.18 feet, more or less, to the Ordinary High Water Line of Lake Istokpoga; thence Northerly along said Ordinary High Water Line of Lake Istokpoga, a distance of 2.57 feet, more or less to an intersection with the North line of said Lot 1, Block 1; thence South 79°08'18" East, along the said North line of Lot 1, Block 1, a distance of 13.54 feet to the POINT OF BEGINNING.

FILE # 1085121 RCD: Jan 05 2001 @ 03:57PM
L. E. "Luke" Brooker, Clerk, Highlands County

DSM
By RB Date 12.28.00

EXHIBIT A - NORTHEAST LAKE ISTOKPOGA BOAT RAMP



LEGAL DESCRIPTION:

A PUBLIC BEACH LOCATED AT THE SOUTHWEST END OF LAKE BOULEVARD RIGHT-OF-WAY AS RECORDED IN PLATBOOK 8, PAGE 3, O.R. 107-PAGE 26, AND O.R. 83-PAGE 443 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

CERTIFICATE:

I hereby certify that this MAP OF SURVEY is a true representation of a recent survey made under my direction and is correct to the best of my knowledge and belief, that there are no encroachments and/or easements except as may be shown hereon, and that the survey represented hereon meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association. I FURTHER CERTIFY THAT THIS MAP OF SURVEY meets the minimum Technical Standards for Boundary Surveys as defined in CH. 21 HH-6, Florida Administrative Code.

CARL E. COOK, Registered Land Surveyor
Florida Certificate No. 3350

4344 George Boulevard
Sebring, Florida 33872

LEGEND

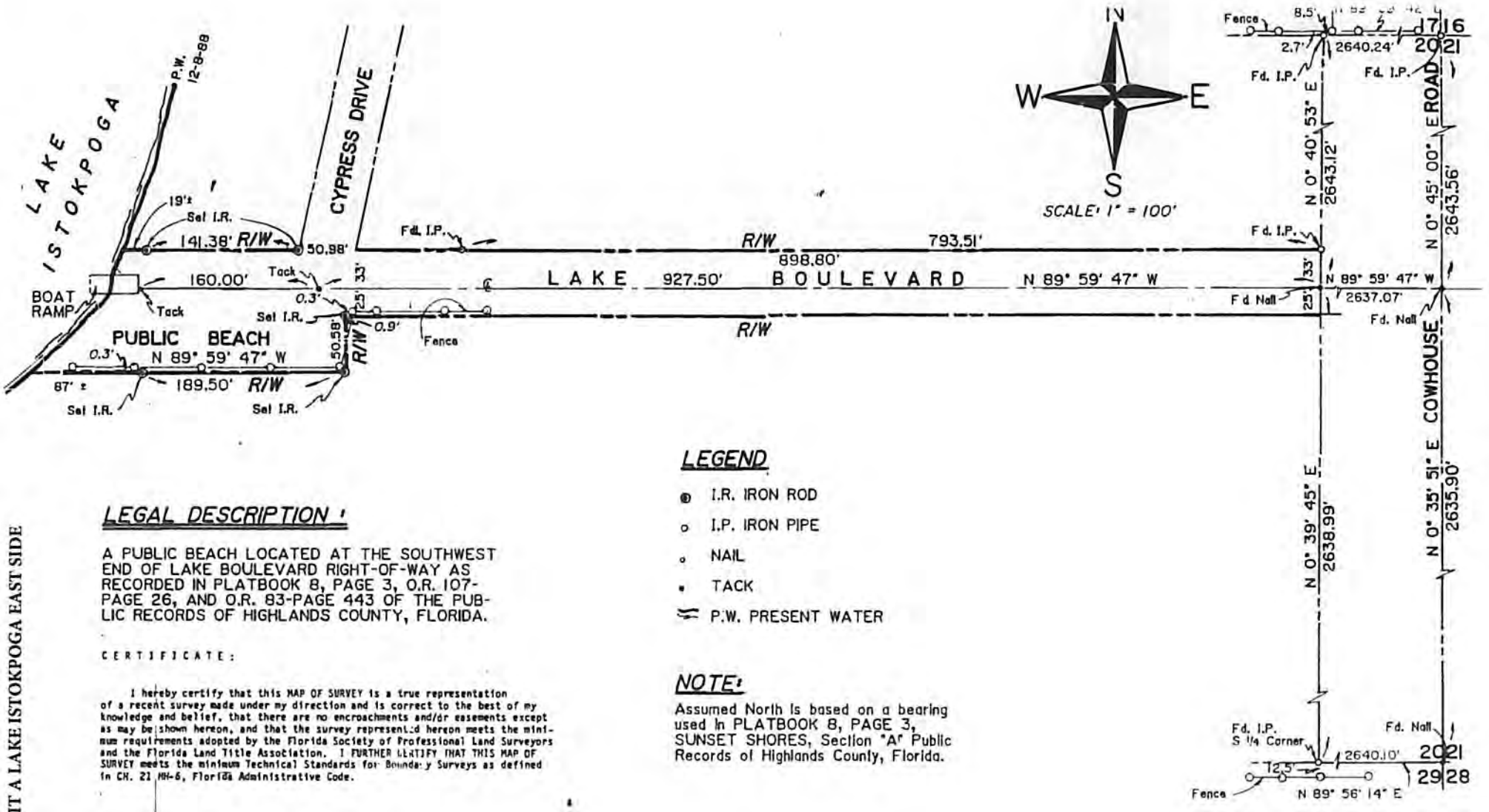
- I.R. IRON ROD
- I.P. IRON PIPE
- NAIL
- TACK
- P.W. PRESENT WATER

NOTE:

Assumed North is based on a bearing used in PLATBOOK 8, PAGE 3, SUNSET SHORES, Section "A" Public Records of Highlands County, Florida.

EXHIBIT A LAKE ISTOKPOGA EAST SIDE

EXHIBIT A LAKE ISTOKPOGA EAST SIDE



LEGAL DESCRIPTION:

A PUBLIC BEACH LOCATED AT THE SOUTHWEST END OF LAKE BOULEVARD RIGHT-OF-WAY AS RECORDED IN PLATBOOK 8, PAGE 3, O.R. 107-PAGE 26, AND O.R. 83-PAGE 443 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

CERTIFICATE:

I hereby certify that this MAP OF SURVEY is a true representation of a recent survey made under my direction and is correct to the best of my knowledge and belief, that there are no encroachments and/or easements except as may be shown hereon, and that the survey represented hereon meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association. I FURTHER CERTIFY THAT THIS MAP OF SURVEY meets the minimum Technical Standards for Boundary Surveys as defined in CH. 21 HH-6, Florida Administrative Code.

CARL E. COOL, Registered Land Surveyor
Florida Certificate No. 3380

4344 George Boulevard
Sebring, Florida 33872

LEGEND

- ● I.R. IRON ROD
- o I.P. IRON PIPE
- ◦ NAIL
- • TACK
- ≈ P.W. PRESENT WATER

NOTE:

Assumed North is based on a bearing used in PLATBOOK 8, PAGE 3, SUNSET SHORES, Section "A" Public Records of Highlands County, Florida.

FWC Ramp Number R-49
(HG00034BZ)

Lake Josephine Boat Ramp
Lake Josephine

EXHIBIT A LAKE JOSEPHINE PARK

DRAWING NUMBER Plat Bk 8, Pg 32

PLAT BOOK 8 PAGE 32
SHEET 2 OF 4

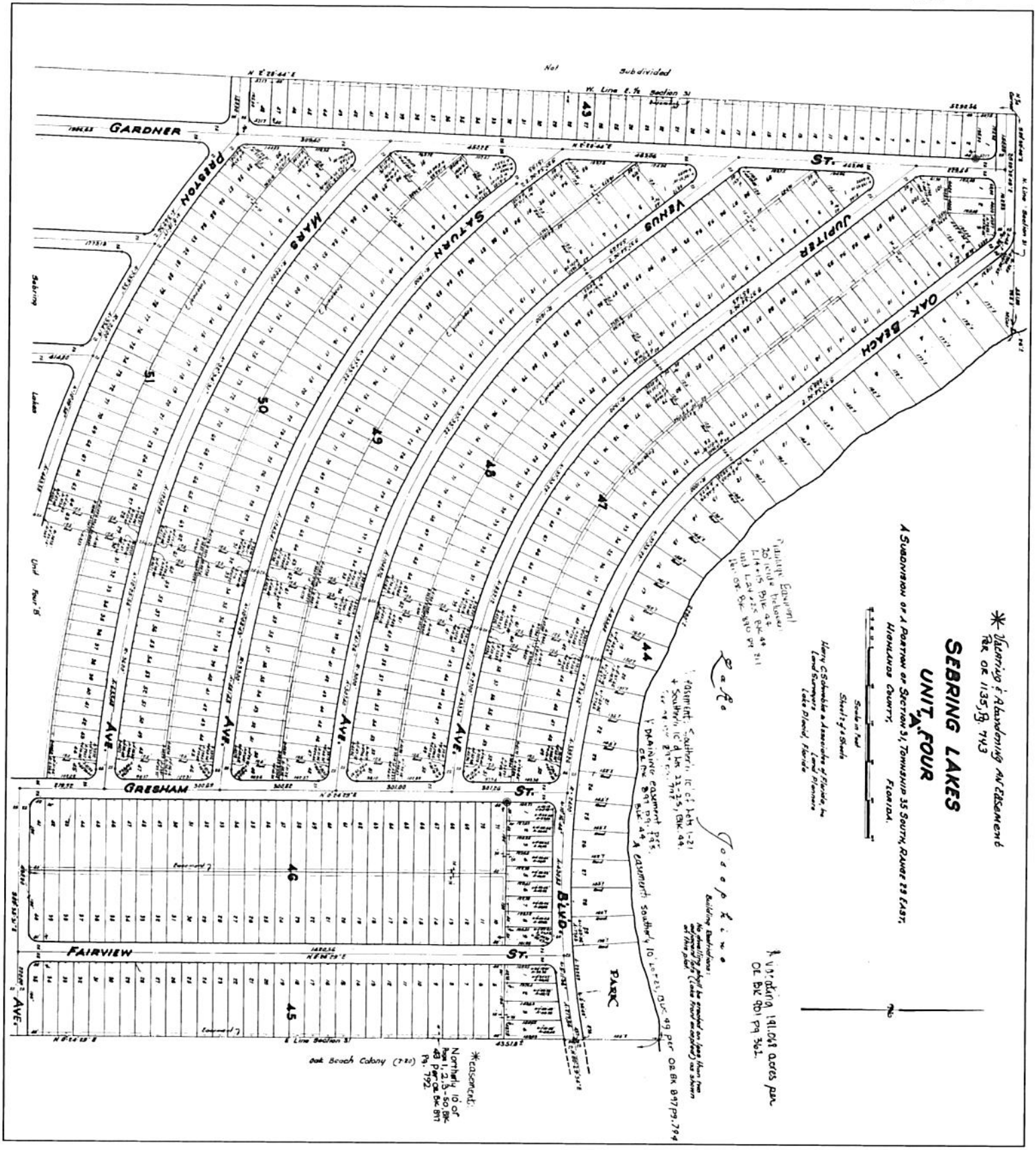
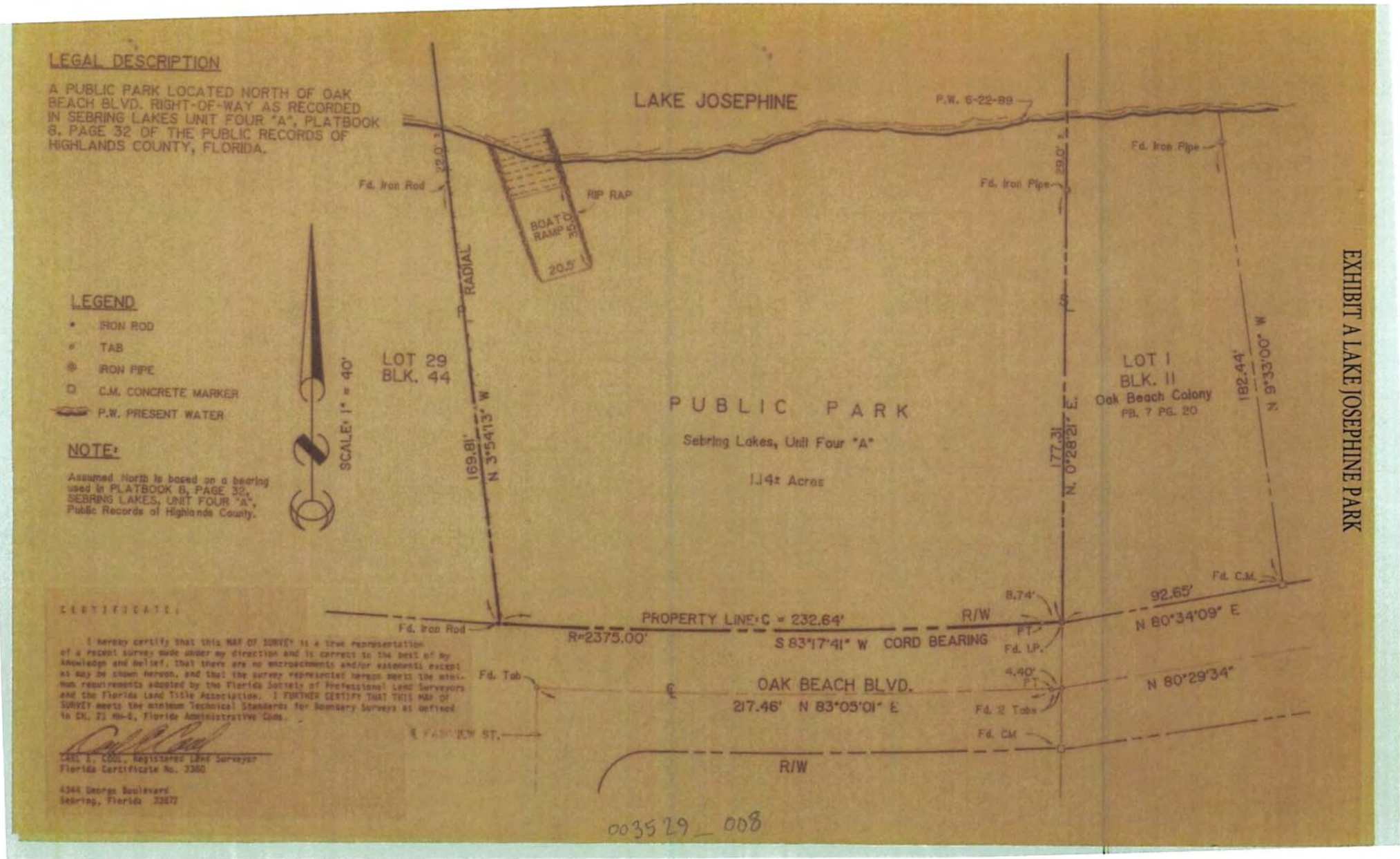


EXHIBIT A LAKE JOSEPHINE PARK



FWC Ramp Number R-48
(HG00070OL)

Lake Letta Boat Ramp
Lake Letta

PLAT BOOK 1 PAGE 43

EXHIBIT A - LAKE LETTA BOAT RAMP

PLAT BOOK 1 PAGE 43

PLAT BOOK 01 PAGE 043

OFFICIAL RECORDS FILE#: 1944315 OR BK 2697 PG 1676 PAGES: 4
6/14/2019 8:46:14 AM REC FEES: $35.50
D.C. PGAMEZ ROBERT W. GERMAINE CLERK OF COURTS, HIGHLANDS CO.

PG 358

RESOLUTION 18 - 19 - 89
RESOLUTION PERTAINING TO THE CLOSING OF A ROAD IN HIGHLANDS COUNTY, FLORIDA.

WHEREAS, a written request has been received from Robert S. Swaine of Swaine & Harris, P.A. on behalf of Terry and Jenna Hancock (a copy of which is attached hereto) requesting that the Board of County Commissioners of Highlands County, Florida, close a road located in Highlands County, Florida, described as follows:

> That portion of the platted 60-foot right-of-way lying East of Block "A" and West of the "Park" area, all as shown on the Plat of Lakeside, recorded in Plat Book 1, Page 43 of the Public Records of Highlands County, Florida.

Pam/Recording

NOW THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby declare that it will hold a public hearing in the Board of County Commissioners' Meeting Room at 600 South Commerce Avenue, Sebring, Florida, on May 21, 2019 at 9:00 A.M., or as soon thereafter as possible, to consider the request to close the road described above.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

DONE AND ADOPTED in regular session this 16th day of April 2019.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

BY: _____ SEAL
Chairman

ATTEST:

BY: _____
Robert W. Germaine, Clerk

G:\Road Closures\2019\Swaine & Harris - E. Victoria Lane\1st Board Meeting - 4-16-19\Resolution pertaining to the Closing of a Road in Highlands County - E. Victoria Lane jtc040319.docx

RESOLUTION NUMBER 18-19- 110

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR VACATION OF THAT PORTION OF E. VICTORIA LANE.

WHEREAS, the petition of Robert S. Swaine of Swaine & Harris, P.A., on behalf of Terry and Jenna Hancock requesting that the Board of County Commissioners of Highlands County, Florida, close the road described below, and renounce and disclaim any rights of the county and the public in and to the roads and any lands in connection therewith, was duly presented to the Board at a regular meeting held on April 16, 2019; and

WHEREAS, a notice of intention to apply to the Board of County Commissioners to close the roads was duly published in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida, on April 22, 2019; and

WHEREAS, a hearing was held on May 21, 2019, and after due weight, consideration and determination, it was determined that the statutory requirements have been complied with and that the closing of the road will not adversely affect the ownership of any person or the right of convenient access of any person.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Highlands County, Florida, that the portion of the road described below be and are hereby vacated, abandoned, discontinued, and closed, and all rights of the County and the public in and to the roads and any lands in connection therewith be and they are hereby renounced and disclaimed. The road is described as:

That portion of the platted 60-foot right-of-way lying East of Block "A" and West of the "Park" area, all as shown on the Plat of Lakeside, recorded in Plat Book 1, Page 43 of the Public Record of Highlands County, Florida.

ADOPTED this 21st day of May, 2019.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

SEAL

By: _____
Chairman

ATTEST:

By: _____
Robert W. Germaine, Clerk

C:\Users\pgamez\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\AOV0LDEM\REVISED Resolution for E. Victoria Lane Road Closing - 2nd Hearing Board Meeting 5-21-19.docx

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published – Daily
SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of the Highlands News-Sun, a daily newspaper published at Sebring, in Highlands County, Florida; that the attached copy of advertisement, being a notice in the matter of
PUBLIC NOTICE OF INTENTION TO
APPLY TO THE BOARD OF COUNTY COMMISSIONERS
TO CLOSE ROADS
MAY 21, 2019
TERRY AND JENNA HANCOCK
published in said newspaper in the issues of
APRIL 22, 2019
Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 22nd day of April, 2019

Notary Public

(Notary Stamp)

MICHAEL E. HENRY
Notary Public, State of Florida
My comm. exp, June 30, 2019
Comm. No. FF237290

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE ROADS

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Robert S. Swaine, Attorney for Terry and Jenna Hancock, will, on the 21st day of May, 2019, at 9:00 A.M., in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will close the roads described below and renounce and disclaim any rights of the County and the public in and to the roads and land in connection therewith. The roads are described as:

Vacation of that portion of the platted 60-foot right-of-way lying East of Block "A" and West of the "Park" area, all as shown on the Plat of Lakeside, recorded in Plat Book 1, Page 43 of the Public Records of Highlahds County, Florida.

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

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA/ CHAIRMAN
ATTEST: Rboert W. Germaine, Clerk
April 22, 2019

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published – Daily
SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of the Highlands News-Sun, a daily newspaper published at Sebring, in Highlands County, Florida; that the attached copy of advertisement, being a notice in the matter of
PUBLIC NOTICE OF ADOPTION OF RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS MAY 21, 2019
was published in said newspaper in the issues of
JUNE 1, 2019
Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 3rd day of June, 2019

Notary Public

(Notary Stamp)

MICHAEL E. HENRY
Notary Public, State of Florida
My comm. exp. June 30, 2019
Comm. No. FF237290

PUBLIC NOTICE OF ADOPTION OF RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS

Notice is hereby given that on the 21st day of May, 2019, in accordance with Sections 336.09 and 336.10 of the Florida Statutes, the Board of County Commissioners of Highlands County, Florida, adopted a resolution vacating, abandoning, discontinuing and closing the roads described as follows:

That portion of the platted 60-foot right-of-way lying East of Block "A" and West of the "Park" area, all as shown on the Plat of Lakeside, recorded in Plat Book 1, Page 43 of the Public Record of Highlands County, Florida.

Renouncing and disclaiming any rights of the County and public in and to same.

Dated this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Robert W. Germaine, Clerk
June 1, 2019

FWC Ramp Number 119
(HG00072HD)

Little Red Water Boat Ramp
Little Red Water

EXHIBIT 10 - LITTLE RED WATER BOAT RAMP

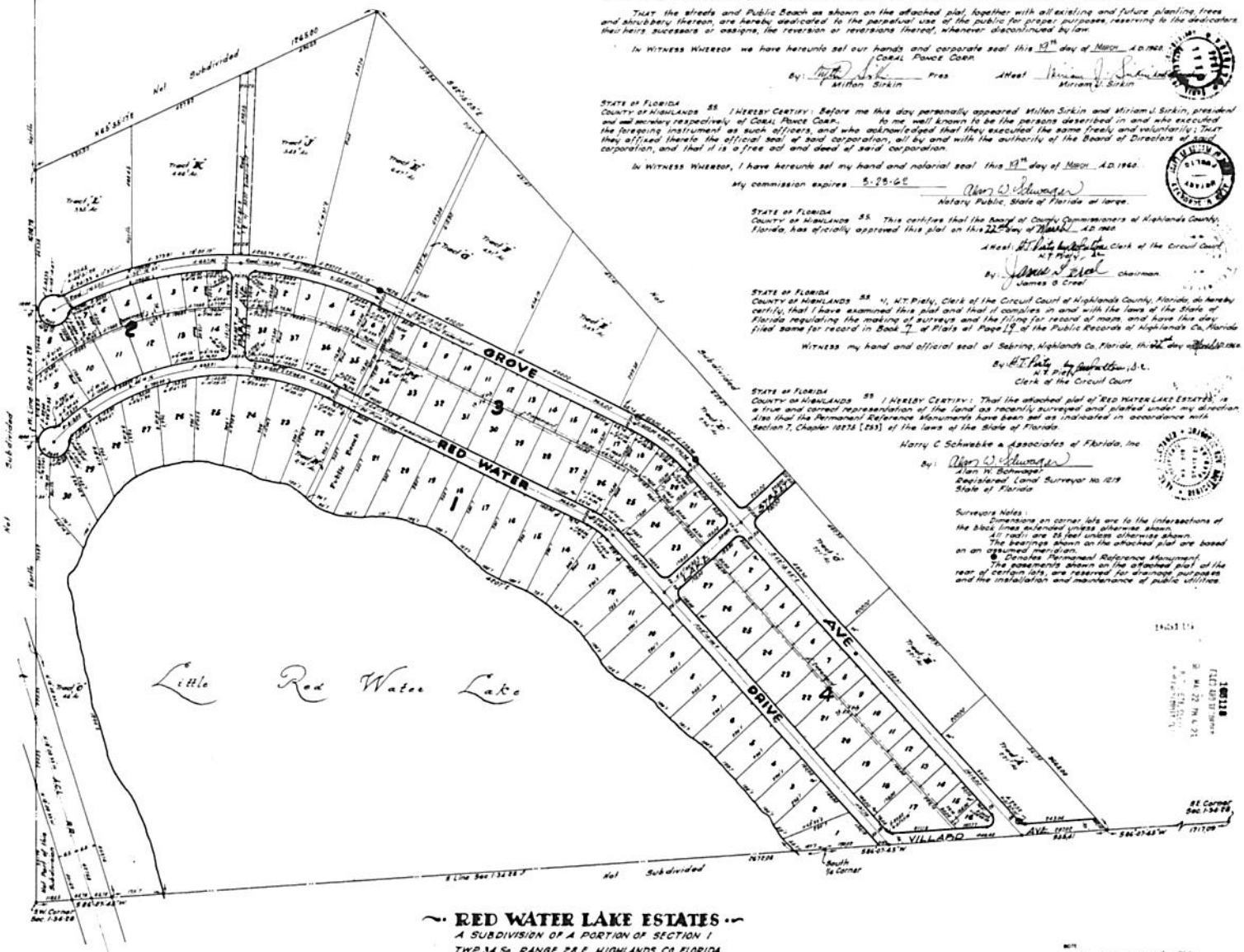
PLAT BOOK 7 PAGE 19

DRAWING NUMBER PLAT BOOK 7 PAGE 19

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER



Know All Men By These Presents: That Coral Ponce Corp. a Florida corporation, has caused to be made the attached plat of its property, entitled "Red Water Lake Estates", the same being a Subdivision of a Portion of Section 1, Township 34 South, Range 28 East, Highlands County, Florida, more particularly described as follows: Commence at the S.E. Corner of said Sec. 1, run thence S 86°07'45"W along the South Line of said Sec. 1 for a distance of 1717.09 feet to the Point of Beginning, continue thence S 86°07'45"W along the South Line of said Sec. 1 for a distance of 355.41 feet to the South ¼ Corner of said Sec. 1, continue thence S 86°07'45"W along the South Line of said Sec. 1 for a distance of 107 feet more or less to the East shore line of Little Red Water Lake, meander thence Northwesterly, Westerly and Southerly along the shore line of said Little Red Water Lake for a distance of 4727 feet more or less to the South Line of said Sec. 1, run thence S 86°07'45"W along the South Line of said Sec. 1 for a distance of 175 feet more or less to a point on the East Right of Way Line of the Atlantic Coast Line Railroad, said point being 2502.1 feet Easterly from the S.W. Corner of said Sec. 1, run thence N 18°08'51"W along the said East Right of Way Line of the Atlantic Coast Line 62.6' for a distance of 883.74 feet to the W. Line of said Sec. 1, run thence North along the West Line of said Sec. 1 for a distance of 1408.78 feet to a point, run thence N 65°55'17"E for a distance of 1264.00 feet to a point, run thence S 41°16'45"E for a distance of 3423.00 feet to the Point of Beginning.

That the streets and Public Beach as shown on the attached plat, together with all existing and future planting, trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators their heirs, successors or assigns, the reversion or reversions thereof, whenever discontinued by law.

In Witness Whereof we have hereunto set our hands and corporate seal this 19th day of March A.D. 1960

Coral Ponce Corp.

By: Milton Sirkin Pres. Attest: Miriam J. Sirkin

Miriam J. Sirkin

State of Florida
County of Highlands ss. I Hereby Certify: Before me this day personally appeared Milton Sirkin and Miriam J. Sirkin, president and secretary respectively of Coral Ponce Corp. to me, well known to be the persons described in and who executed the foregoing instrument as such officers, and who acknowledged that they executed the same freely and voluntarily; That they affixed thereto the official seal of said corporation, all by and with the authority of the Board of Directors of said corporation, and that it is a free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and notarial seal this 19th day of March A.D. 1960.

My commission expires 5-28-60

Notary Public, State of Florida at large.

State of Florida
County of Highlands ss. This certifies that the Board of County Commissioners of Highlands County, Florida, has officially approved this plat on this 22nd day of March A.D. 1960

Attest: H.T. Pixley Jr. Clerk of the Circuit Court

By: James O. Creel Chairman.

State of Florida
County of Highlands ss. I, H.T. Pixley, Clerk of the Circuit Court of Highlands County, Florida, do hereby certify, that I have examined this plat and that it complies in and with the laws of the State of Florida regulating the making of surveys and the filing for record of maps, and have this day filed same for record in Book 7 of Plats at Page 19 of the Public Records of Highlands Co. Florida

Witness my hand and official seal at Sebring, Highlands Co. Florida, this 22nd day of March A.D. 1960

By: H.T. Pixley by [illegible] D.C.
H.T. Pixley
Clerk of the Circuit Court

State of Florida
County of Highlands ss. I Hereby Certify: That the attached plat of "Red Water Lake Estates" is a true and correct representation of the land as recently surveyed and platted under my direction. Also that the Permanent Reference Monuments have been set as indicated in accordance with Section 7, Chapter 10278 (1953) of the laws of the State of Florida.

Harry C. Schwebke & Associates of Florida, Inc.

By: Alan W. Schwebke
Alan W. Schwebke
Registered Land Surveyor No. 1219
State of Florida

Surveyors Notes:
Dimensions on corner lots are to the intersections of the block lines extended unless otherwise shown.
All radii are 25 feet unless otherwise shown.
The bearings shown on the attached plat are based on an assumed meridian.
● Denotes Permanent Reference Monument.
The easements shown on the attached plat at the rear of certain lots, are reserved for drainage purposes and the installation and maintenance of public utilities.

RED WATER LAKE ESTATES

A SUBDIVISION OF A PORTION OF SECTION 1
TWP. 34 So. RANGE 28 E, HIGHLANDS CO. FLORIDA.

Order No. 1006 March 1960
P. B. 18-34 Scale: 1"=100'

Harry C. Schwebke & Associates of Florida, Inc.
Land Surveyors Land Planners
Lake Placid, Florida.

PLAT BOOK 7 PAGE 19

EXHIBIT A - LITTLE REDWATER BOAT RAMP

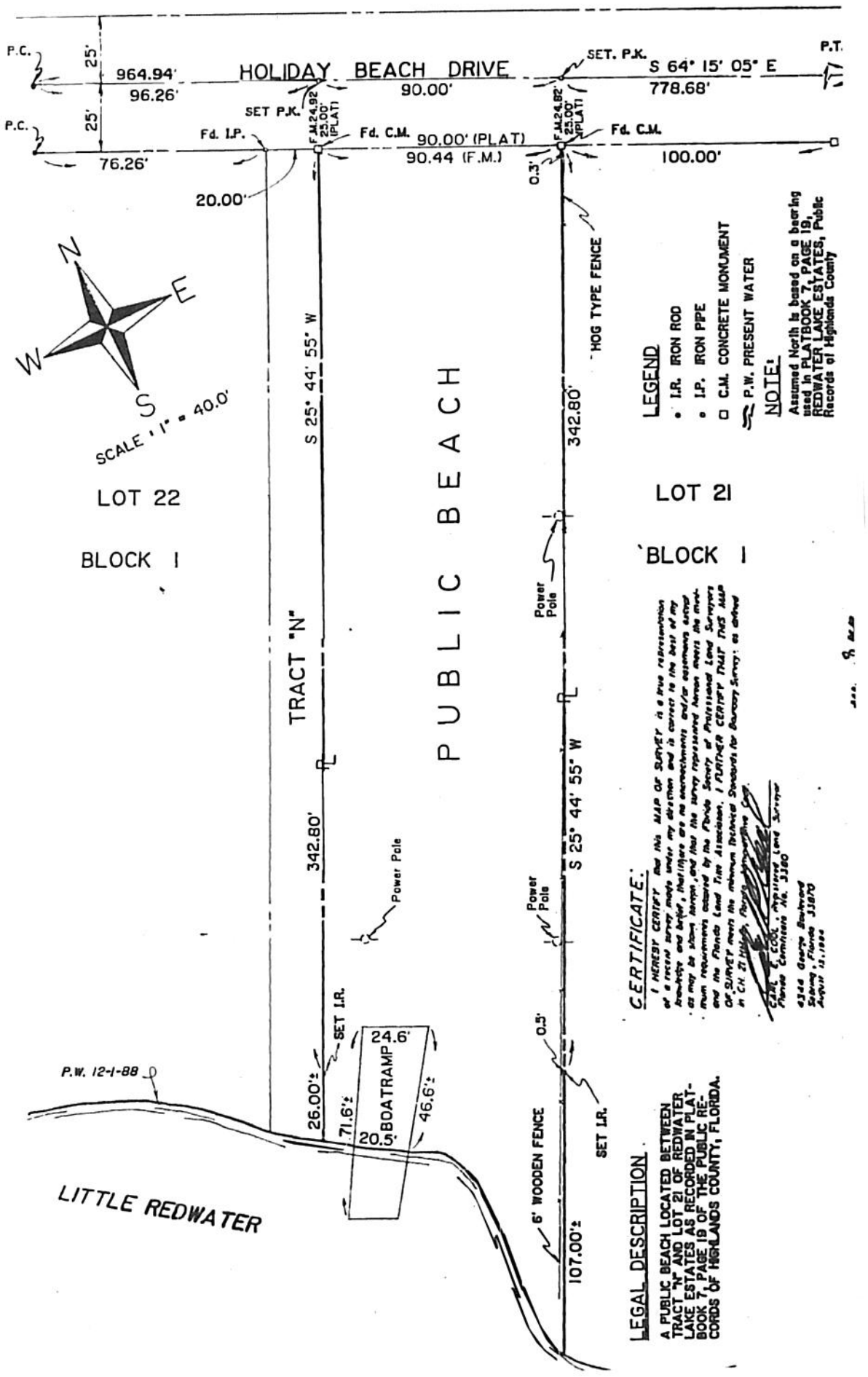
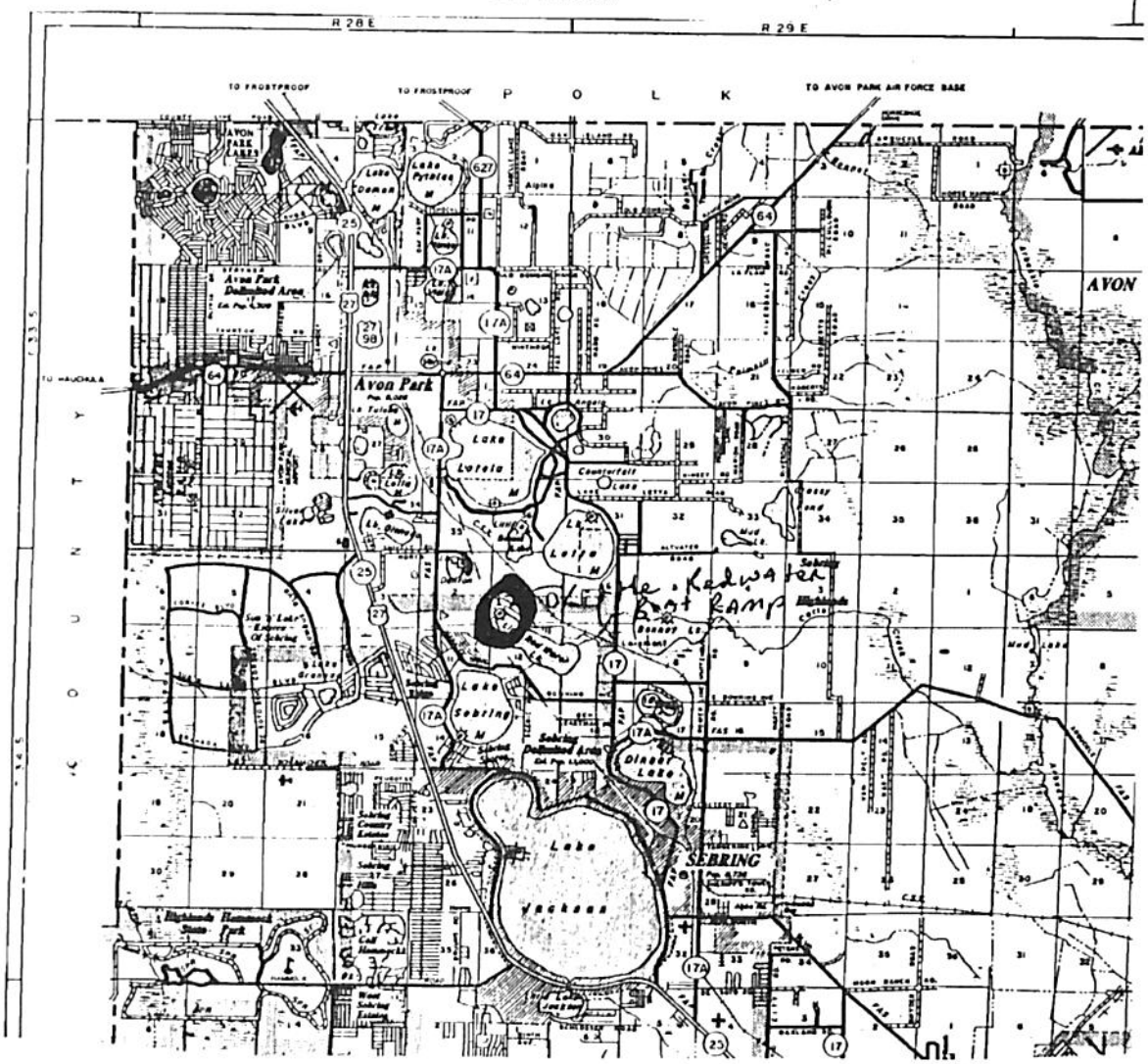


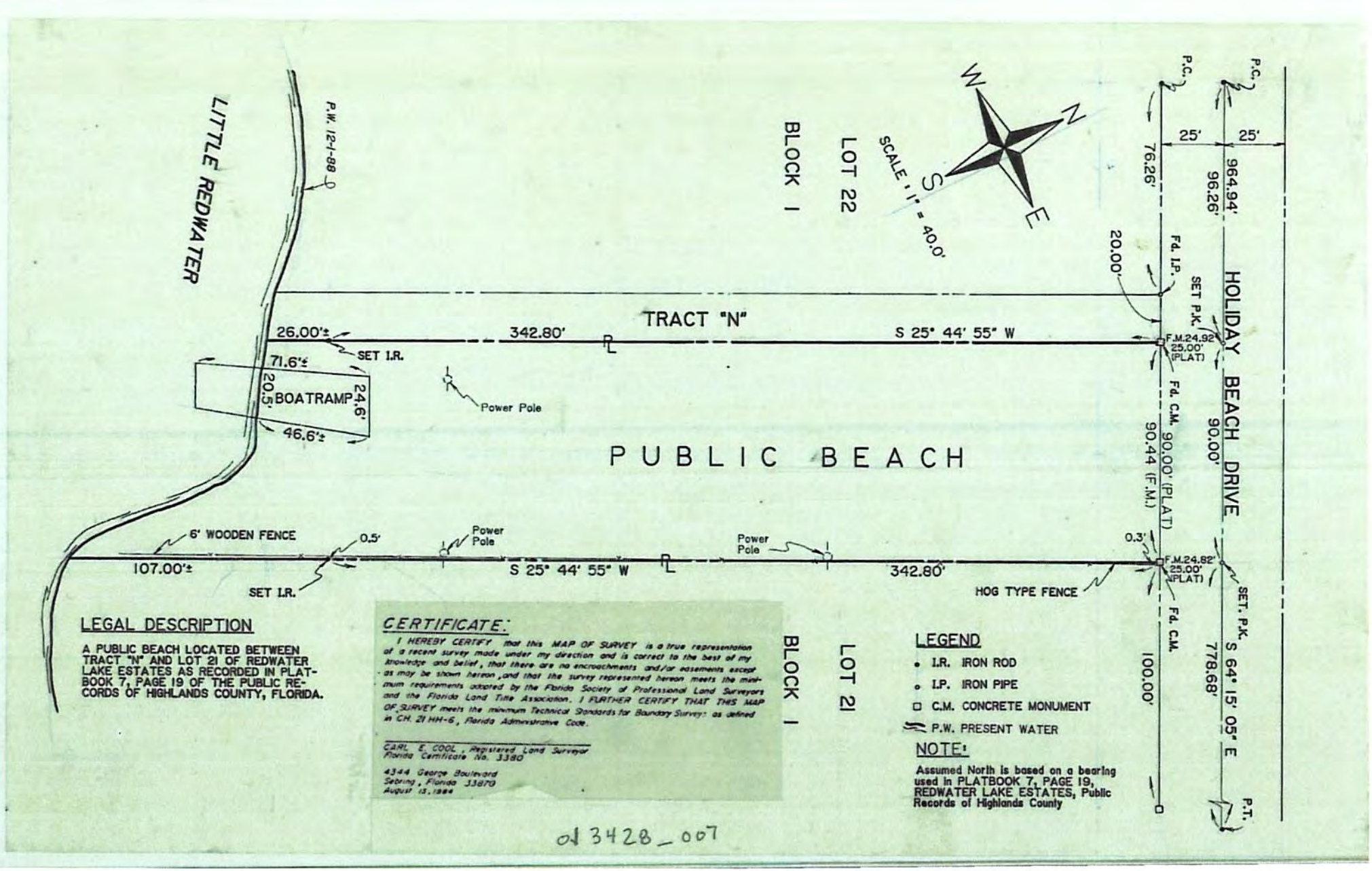
EXHIBIT "A"

Public Park shown on Plat of Red Water Lake Estates as per Plat Book 7, page 19, Public Records of Highlands County, Florida

Together with a right of way or road suitable for vehicular travel not to exceed fifty feet in width, beginning at that certain public launching area described above. Thence via the shortest and/or most practical route as determined by both parties to the nearest right of way boundary of that certain road or highway described as follows:

Red Water Drive





LEGAL DESCRIPTION

A PUBLIC BEACH LOCATED BETWEEN TRACT "N" AND LOT 21 OF REDWATER LAKE ESTATES AS RECORDED IN PLAT-BOOK 7, PAGE 19 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY that this MAP OF SURVEY is a true representation of a recent survey made under my direction and is correct to the best of my knowledge and belief, that there are no encroachments and/or easements except as may be shown hereon, and that the survey represented hereon meets the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association. I FURTHER CERTIFY THAT THIS MAP OF SURVEY meets the minimum Technical Standards for Boundary Surveys as defined in CH. 21 HH-6, Florida Administrative Code.

CARL E. COOL, Registered Land Surveyor
Florida Certificate No. 3380

4344 George Boulevard
Sebring, Florida 33870
August 13, 1984

LEGEND

- I.R. IRON ROD
- I.P. IRON PIPE
- C.M. CONCRETE MONUMENT
- P.W. PRESENT WATER

NOTE:

Assumed North is based on a bearing used in PLATBOOK 7, PAGE 19, REDWATER LAKE ESTATES, Public Records of Highlands County

01 3428_007

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Tanya Cannady, CPA. CDM, Business Services Director**

SUBJECT/TITLE: **To update and change the job title Assistant County Administrator to Deputy County Administrator/Chief of Staff.**

STATEMENT OF ISSUE

The County Administrator is recommending the job title for Assistant County Administrator be changed to Deputy County Administrator/Chief of Staff.

RECOMMENDED ACTION

Move to approve updating the job title Assistant County Administrator to Deputy County Administrator/Chief of Staff.

FISCAL IMPACT

No fiscal impact

Attachments: Deputy County Administrator-Chief of Staff (1022) 11.16.2021.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Does not Discriminate on the Basis of Race, Color, National Origin, Sex, Religion, Age, or Disability in Employment or the Provision of Services.

We are proud to be a drug free workplace. Screening tests for illegal drug use may be required as a condition of employment

Date:	November 16, 2021	**Department:**	Administration
Title/Job Code:	Deputy County Administrator/ Chief of Staff (1022)	**Reports To:**	County Administrator (0200)
Pay Grade/Salary Range:	123 - $87,025.21 - $134,889.08	**Closing Date:**	

Completed applications for employment with Highlands County may be submitted in one of two ways: 1) a printed job application submitted to our Human Resources department located at 600 S. Commerce Ave, Room B233, Sebring, FL 33870 (either in person or by mail; or 2) fax a printed application to 863-402-6508. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated above without the specific permission of Human Resources.

GENERAL DESCRIPTION:

This is a professional and administrative position responsible for assisting the County Administrator in coordinating all phases of County government functions and activities under the jurisdiction of the Board of County Commissioners; directing and providing administrative oversight to the departments and divisions of the Highlands County Board of County Commissioners. In the absence of the County Administrator, the incumbent in this position serves as the Acting County Administrator.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

• Assist the County Administrator in implementing the directives and policies of the Board of County Commissioners.
• Serves as Acting County Administrator in the absence of the County Administrator.
• Enforce Orders, Resolutions, Ordinances, and Regulations of the Board to ensure that they are faithfully executed.
• Provides administrative assistance to the Board and the County Administrator.
• Assist the County Administrator with the management of all departments, divisions, and programs under the administrative control and authority of the Board.
• Provides supervisory guidelines and leadership for all directors, managers, and supervisors.
• Consults with the County Administrator and participates in the formulation of policy decisions regarding departments, divisions, and programs throughout the County Administration.
• Prepares and presents various reports to the County Administrator, Board, and federal, state, and local agencies as appropriate.
• Collaborates with the County Administrator and directors on selecting, promoting, developing (mentoring, coaching, and training), appraising, disciplining, and discharging employees pursuant to procedures adopted by the Board.
• Participates in and oversees the development, interpretation, and implementation of all divisional policies and procedures to ensure compliance with county, state, and federal policies, guidelines, rules, regulations, and laws.
• Meets regularly with the various directors to discuss the status of projects, programs, plans, and related issues and to resolve problems affecting the department.

• Oversees and is responsible for the preparation, review, and administration of yearly and long-range operational budget plans to ensure optimum efficiency and effective use of the various revenues and funds, where applicable.
• Presents relevant data to the Board at each stage of the annual budget cycle.
• Establishes, in concert with the County Administrator, objectives and associated goals designed to achieve the most effective and efficient operation possible for each county department.
• Establishes, in concert with the County Administrator, the leadership and effective management for all employees, including planning for the succession needs of each county department.
• Collaborates effectively with directors on issues or concerns with cross-functional implications.
• Establishes and maintains effective and positive relationships with the community.
• Attends conferences, public and community meetings, Board or professional meetings, as directed by the County Administrator or as necessary.

KNOWLEDGE, SKILLS AND ABILITIES:

• Knowledge of management principles, short- and long-range management planning, cost effective measures, fiscal reporting systems, budget preparations, and human and social services program administration.
• Knowledge of the governing county, state, and federal rules, regulations, and laws.
• Knowledge of grant research and application preparation.
• Ability to interpret and enforce county, state, and federal rules, regulations, and laws.
• Ability to use good judgment in administrative and staff situations.
• Ability to make independent decisions.
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.
• Ability to plan, assign, instruct, review, and evaluate work assignments of staff.
• Ability to communicate effectively, both orally and in writing.
• Ability to speak effectively in public.
• Ability to develop, prepare, and present long-range plans and programs.

PHYSICAL SKILLS:

Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the Board of County Commissioners, Elected Officials, directors, managers, employees, and public. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Bachelor's degree from an accredited college or university in Public Administration, Business Administration, or related field and a minimum of eight (8) years of progressively responsible senior-level management experience preferably in a municipal or county government setting. Master's degree preferred.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Driver License.

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER:	**Sally Hood, Accounting & Finance Director, Clerk of Courts**
SUBJECT/TITLE:	**Request approval of Budget Amendment 20-21-150 and Resolution for the Clerk of Courts FY 20-21 year end cleanup.**

STATEMENT OF ISSUE

The Clerk of Courts' office is requesting the approval of a fiscal year end budget amendment to align the Clerk's Board funded budget with actual expenditures for FY 20-21.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-150 and resolution to align the Clerk's Board funded budget as of September 30, 2021.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $404,466.00.

Attachments: 20-21-150 Clerk of Court YE Cleanup (BA).pdf
20-21-150R Clerk of Courts YE Cleanup (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 2, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/27/2021**

SUBMITTED BY: **J. Gabrus**

FUND(S): **005**

FUND TITLE(S): **General**

COST CENTER(S) #: **2102, 2110, 1014, 1018, 1033C**

PROJECT(S) #:

PROJECT TITLE(S):

COST CENTER TITLE(S): **Clerk to Board; Clerk to Board - 51900; Pre-Trial Release; Cir Ct Fam Pro Se Services, Law Library**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	PROJECT	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2102	51001	Personal Services - Elected Officials		2,569,272.00	235,131.00	-	2,804,403.00
E	005	2102	53001	Operating Expense - Elected Officials		592,683.00	105,738.00	-	698,421.00
E	005	2102	56001	Capital Outlay - Elected Officials		-	23,787.00	-	23,787.00
E	005	2110	51001	Personal Services - Elected Officials		602,076.00	63,383.00	-	665,459.00
E	005	2110	53001	Operating Expense - Elected Officials		175,730.00	11,457.00	-	187,187.00
E	005	2110	56001	Capital Outlay - Elected Officials		-	9,100.00	-	9,100.00
E	005	1014	51001	Personal Services - Elected Officials		129,917.00	-	12,018.00	117,899.00

REASON: **Budget Amendment to align the Board books with the Clerk books as of September 30, 2021.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-150**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

____ RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 20-21-150

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	PROJECT	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	1014	53001	Operating Expense - Elected Officials		1,680.00	-	139.00	1,541.00
E	005	1018	51001	Personal Services - Elected Officials		55,900.00	-	12,936.00	42,964.00
E	005	1018	53001	Operating Expense - Elected Officials		2,180.00	-	480.00	1,700.00
E	005	1033C	51001	Personal Services - Elected Officials		71,413.00	-	14,712.00	56,701.00
E	005	1033C	53001	Operating Expense - Elected Officials		5,725.00	-	3,424.00	2,301.00
E	005	1033C	56001	Capital Outlay - Elected Officials		56,967.00	-	421.00	56,546.00
R	005		3800010	Transfers In		-	190,760.33	-	190,760.33
R	005		3699000	Other Misc Revenue		447,000.00	213,705.67	-	660,705.67

RESOLUTION NUMBER 21-22-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to realign the Clerk of Courts' budget for end of year cleanup and account for additional miscellaneous revenue received from the Board of County Commissioners, Tax Collector, Property Appraiser, State Court Facilities, and Supervisor of Elections for additional IT Services in the amount of $213,705.67; and

WHEREAS, to post $190,760.33 of CARES Act funding received from the Board; and

WHEREAS, the funds must be appropriated to accomplish these purposes within the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-150 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-151 to realign budgets for the Supervisor of Election's yearend cleanup within the General Fund.**

STATEMENT OF ISSUE

The Supervisor of Elections' office is requesting the approval of a fiscal year end budget amendment to align the SOE's budget with actual expenditures at fiscal year-end.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-151 to realign Supervisor of Election's budgets for FY 20/21.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted funds within Cost Center 2442 (Supervisor of Elections), from account 53001 (Operating Expense) to account 51001 (Personal Services) in the amount of $83,617.00.

In addition, Project 20063 (Elections Security Funding 2021) is being realigned for FY 21 close in the amount of $63,410.84.

Attachments: 20-21-151 SOE YE Cleanup (BA).pdf
20-21-151R SOE YE Cleanup (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 2, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/27/2021** SUBMITTED BY: **J. GABRUS**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2442**

PROJECT(S) #: **20063** PROJECT TITLE(S): **Elections Security Funding 2021** COST CENTER TITLE(S): **Supervisor of Elections**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2442	51001	Personal Services - Elected Official		641,435.00	83,617.00		725,052.00
E	005	2442	53001	Operating Expense - Elected Official		259,012.10		83,617.00	175,395.10
R	005		3311701Z	Elections Security - Federal	20063	0.00	63,410.84		63,410.84
R	005		3341701Z	Elections Security - State	20063	63,410.84		63,410.84	0.00
									0.00
									0.00
									0.00

REASON: **Cleanup negative balances for FYE close and correct funding source for Project 20063.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-151**

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 NUMBER 21-22- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to correct the funding source from State funded to Federal for Project 20063 Elections Security Grant for the Supervisor of Elections in the amount of $63,410.84.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-151 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **County Administrator Randy Vosburg**

SUBJECT/TITLE: **Request approval of a letter of support of the Highway Park Neighborhood Council's USDA Grant application for their proposed Highway Park Teaching & Demonstration Garden.**

STATEMENT OF ISSUE

Ms. Evelyn Colon, Executive Director of Highway Park Neighborhood Council has requested a letter of support from the Board for their USDA Grant application for their Community Teaching & Demonstration Garden initiative. Their initiative if for the construction of a garden on 6,160 sq. ft. of public property purchased by our non-profit agency and set aside for public use. It will consist of 8 – 10 raised planter beds (to make gardening easier for senior citizens, disabled veterans, etc.), a children's sensory garden, gravel and hard surface walkways, irrigation, seating, trees for shade, electrical and fencing. We will provide educational programs, healthy cooking demonstrations, teach participants how to raise their own foods, teach agricultural entrepreneurship and agribusiness, reinforce the value of a healthy diet, provide free fruits and vegetables, and encourage a life-long appreciation for the art of growing living things. Gardening sessions will be taught by a master gardener. Agribusiness speakers will provide workshops on earning a living growing fruits/vegetables/herbs, etc.

RECOMMENDED ACTION

Move approval to issue a letter in support of The Highway Park Neighborhood Council's USDA Grant application for their proposed Highway Park Teaching & Demonstration Garden.

FISCAL IMPACT

No fiscal impact

Attachments: 10321_BCC_USDA_ltr_of_support_for_Highway_Park.1.docx

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

November 16, 2021

Ms. Kristine Roy
Area Specialist
Royal Palm Beach Area Office, Rural Development
United States Department of Agriculture
420 South State Road 7, Suite 166
Royal Palm Beach, FL 33414

Dear Ms. Roy,

This letter is to attest to the Board of County Commissioners, Highlands County, Florida's ("the Board's") endorsement and support of the Highway Park Neighborhood Preservation & Enhancement District Council and its proposal for a community "teaching" garden to be developed at 100 Anderson Street in Lake Placid, FL.

BACKGROUND:
In 2005 – 2006, a group of concerned citizens worked with the Highlands County Building Department to improve the Highway Park community. The group was turned over to local volunteers in 2008 and became the Highway Park Neighborhood Preservation & Enhancement District (shortened to Highway Park Neighborhood Council). The HPNC has diligently worked for many years to implement projects, programs and initiatives to improve the Highway Park community.

COMMUNITY IMPACT: The agency continues to help address social, physical, and economic problems inherent in the community and has had a profound and positive impact on the quality of life for residents. The agency has a strong and dedicated Board of Directors who have ably led the agency and successfully implemented these improvements. The crime rate in the area has been reduced, the community is cleaner and more vibrant. The US Hwy 27S Veterans Memorial, the Village

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

Green Resource Center, and the revitalized cemetery are only a few testaments to the ability of this agency to successfully implement projects.

Our Board believes the Community Teaching and Demonstration Garden will prove to be another successful venture of the HPNC and has our support. It is with pleasure that I submit this letter of recommendation on behalf of the Highlands County Board of County Commissioners in support of the Highway Park Neighborhood Council.

If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,

, Chair
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-012 and Resolution to approve and appropriate awarded VOCA FY 20/21 grant/project funds; and to realign and setup COPS grant/project funds.**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office received an award from the Office of the Attorney General for victims of crime services (VOCA). This award of $149,484.73 requires a local match of $27,375.25. In addition, request to setup grant/project funds for COPS Hiring Program (CHP) for FY 21/22.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-012 and resolution.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) nor the overall budget. These grants were anticipated and budgeted. Any differences between estimated to Actual will be offset with Fund Balance and Reserves.

Attachments:
21-22-012 Sheriffs Projects VOCA_COPS (BA).pdf
21-22-012R Sheriffs Projects VOCA_COPS (Resolution).pdf
21-22-012 Sheriff's Projects VOCA_COPS (Reserve).pdf
VOCA APPLICATION DRAFT.02 01 21.pdf
VOCA.BUDGET.FY 21-22.pdf
SIGNED VOCA CONTRACT.pdf

REVIEWED
O.M.B DEPARTMENT
November 9, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **11/3/2021** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101, 3327, 9990**

PROJECT(S) #: **21041, 20022** PROJECT TITLE(S): **VOCA 21-22 (SO), 2020 COPS Hiring Program (CHP)** COST CENTER TITLE(S): **Sheriff-005, Law Enforcement Other, Budget Expenditure AC/005**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312211Z	VOCA GRANT		127,572.00		127,572.00	-
R	005		3312211Z	VOCA GRANT	21041	-	119,066.42		119,066.42
R	005		3999100	Fund Balance Brought Forward		1,696,689.00	8,505.58		1,705,194.58
E	005	3327	54900Z	Project Other Chg & Obligations		289,565.00		159,465.00	130,100.00
E	005	3101	51001Z	Project Personal Services	21041	-	149,484.73		149,484.73
E	005	9990	59900	Reserve for Contingency		383,847.00	9,980.27		393,827.27

REASON: **To realign and appropriate budgeted funds for VOCA 21-22 (SO) (21041) and for 2020 COPS Hiring Program (20022).**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # 21-22-012

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

XX RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-012

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312600Z	COPS GRANT		68,953.00		68,953.00	-
R	005		3312600Z	COPS GRANT	20022	-	68,953.00		68,953.00
E	005	3327	54900Z	Project Other Chg & Obligations		130,100.00		130,100.00	-
E	005	3101	51001Z	Project Personal Services-Elected	20022	-	130,100.00		130,100.00
									-
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Form Revised 10/11/2010

RESOLUTION NUMBER 21-22-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, VOCA and COPS Hiring Program grant funds were awarded and should be appropriated in FY 21/22 with a net fiscal impact of $0.00; and

WHEREAS, the funds must be appropriated to accomplish the grant/project fund purposes within the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-012 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2021-22\21-22-012R Sheriffs Projects VOCA_COPS.docx

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		**$450,000.00**	
10/19/21	10/19/21	21-22-003	($66,153.00)	$383,847.00	To adjust the Property Appraiser's budget to reflect the DOR salary adjustment and employee COLA/merit.
11/16/21		21-22-012	$9,980.27	$393,827.27	To post the excess budget from Proj. 21041 VOCA 21-22 (SO).
REVISED TOTAL:				**$393,827.27**	

CONTINUED ON NEXT PAGE

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Applicant Information

Provide the legal name of the Applicant Agency. If awarded funding, this information will be used for contract purposes.
Highlands County Sheriff's Office

Federal Data Universal Numbering System (DUNS) Number: 782624209
Federal Employee Identification Number (FEIN): 596000653
Registered with the System of Award Management (formally CCR)? Yes

Agency Director:	Prefix (Mr., Ms., Dr., etc.)	Mr.	Title:	Sheriff
	Name:	Paul Blackman		
	Telephone #:	(863) 402-7244	Fax #:	(863) 402-7296
	Mailing Address: (Street, P.O. Box, etc.)	400 S. Eucalyptus Street		
	City:	Sebring	State:	Florida
	Zip Code:	33870-3700		
	Email Address:	pblackman@highlandssheriff.org		
Performance Report Contact:	Prefix (Mr., Ms., Dr., etc.)	Mr.	Title:	Victim Advocate
	Name:	Terry Leaphart		
	Telephone #:	(863) 402-7239	Fax #:	(863) 402-6893
	Mailing Address: (Street, P.O. Box, etc.)	1968 Sebring Parkway		
	City:	Sebring	State:	Florida
	Zip Code:	33870-3700		
	Email Address:	tleaphart@highlandssheriff.org		
Financial Contact:	Prefix (Mr., Ms., Dr., etc.)	Mr.	Title:	Business Administrator

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Applicant Information

Name:	Robin Reed	
Telephone #:	(863) 402-7215	Fax #: (863) 402-7205
Mailing Address: (Street, P.O. Box, etc.)	400 S. Eucalyptus Street	
City:	Sebring	State: Florida
Zip Code:	33870-3700	
Email Address:	rareed@highlandssheriff.org	

I acknowledge that I have read, understand, and agree to the conditions set forth in the Victims of Crime Act (VOCA) Grant Application, Instructions and the VOCA Rules for the duration of the grant period. I certify that the information contained in this application is true, complete and correct.

I acknowledge that the applicant agency, if awarded a VOCA grant, will comply with Federal Rules Regulating Grants and State Criteria. Subrecipients must comply with the applicable provisions of VOCA, the VOCA Rules, the requirements of the OJP Financial Guide, effective edition, and all laws, rules and regulations applicable to expenditures of State funds including the Reference Guide for State Expenditures. Subrecipients must maintain appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit. Subrecipients will abide by any additional eligibility or service criteria as established by the state grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested.

PUBLIC AGENCIES ONLY: I hereby certify that pursuant to the VOCA Rules, grant funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services.

Signature of Agency Director: PAUL BLACKMAN **Date:** February 01, 2021 3:11PM

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Agency Eligibility

1) Identify which of the following categories best describes the applicant agency:

Public

2) Describe the type of implementing agency (choose only one category):

✔ **Government Agencies Only (choose one from the drop-down menu):**
Law Enforcement

Describe Other:

Campus Organizations Only (choose one from the drop-down menu):

Describe Other:

Non-profit Organization Only (choose one from the drop-down menu):

Federally Recognized Tribal Governments, Agencies, and Organizations Only (choose one from the drop-down menu):

Describe Other:

3) Judicial circuit to be served:
Tenth

4) Subgrantee Agency Service Area(s) (List the counties that cover the service area of your organization);
Highlands County

5) List the total population of the service area:
106,221

6) Describe the geographic characteristics of the service area (choose one from the drop-down menu):
Rural

7) Congressional District(s) served:
17th

8) Describe the purpose of the Proposed VOCA sub award: (choose one from the drop-down menu):
Continue a VOCA funded victim project funded in a previous year

9) Funds will primarily be used to (choose one from the drop-down menu):
Continue existing services to crime victims

10) Is the applicant organization faith-based? (choose one from the drop-down menu):
No

11) Include the address of the location(s) victim services will be provided:
Primary:
1968 Sebring Parkway
Sebring, Florida 33870-3809

Secondary:
400 S. Eucalyptus Street
Sebring, Florida 33870-3700

12) Provide the agency's website address:
www.highlandssheriff.org

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Certification Regarding Debarment

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2.The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4.The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

U. S. DEPARTMENT OF JUSTICE
OFFICE OF THE COMPROLLER
OFFICE OF JUSTICE PROGRAMS

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67.510. Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 B 19211).

1) The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Certification Regarding Debarment

Robin A. Reed, Business Administrator
Name and Title of Authorized Official

✔
Signature of Authorized Official

February 01, 2021 3:12PM
Date Signed

Highlands County Sheriff's Office
Name of Organization

400 S. Eucalyptus Street
Address of Organization

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Special Conditions Certification

Victims of Crime Act (VOCA) Section 539, Consolidated and Further Continuing Appropriations Act, 2013, Special Conditions Certification Form

Section 539 of the Consolidation and further Continuing Appropriations Act, 2013 provides the following requirement:

Computer Network Requirement

The Agency understands and agrees that:

a)No award funds may be used to maintain or establish a computer network system unless such network blocks the viewing, downloading, and exchanging of pornography, and

b)Nothing in item (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

* Each agency must have some type of blocking software, if their networks are supported ("maintained") by VOCA funds;

* This includes the purchase of new computer equipment (computers, monitors and printers), or software of any kind (new and/or updates) for the computer network system.

AGENCY CERTIFICATION:

✔ VOCA funding is **NOT USED** to maintain or establish a computer network system.

OR

VOCA funding is **USED** to maintain or establish a computer network system. However, the computer network system is (select one below):

Is currently blocking the viewing, downloading, and exchanging of pornography, or

Is not able to block the viewing, downloading and exchanging of pornography. Anticipated date of blocking software purchase (fill in date), or

Exempt because organization is a Federal, State, tribal, or local law enforcement agency, or an entity carrying out criminal investigations, prosecutions, or adjudication activities.

Agency Name: Highlands County Sheriff's Office

Name of Authorized Official: Robin A. Reed, Business Administrator

Signature and Title of Authorized Official: ✔

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Special Conditions Certification

Date of Certification: 2/1/2021

OAG Staff Only:

Approved | Not Approved

February 01, 2021 3:15PM

Approved By | Date Approved

U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime
AWARD CONTINUATION
SHEET
Grant

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/Legal Notices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurance or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements—whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period—may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or -unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to “de minimis” indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate), in writing of the potential duplication, and, if so requested by the DOJ awarding agency and/or OAG, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by the reference here.

This condition does not apply to an award, to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Employment eligibility verification for hiring under the award

1. The recipient (and any "subrecipient" at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provision of 8 U.S.C. 1324a(a) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program , award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E- Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subgrantee" at any tier), must have written procedures in place to respond in the event of an actual or imminent "breach" (0MB M-17-12) if it (or a subrecipient) – (1) creates, collects ,uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (P11)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of P 11 to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards (“subgrants”) must have specific federal authorization

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that—for purposes of federal grants administrative requirements—OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirements for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards (“subgrants”) must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that—for purposes of federal grants administrative requirements—OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government
SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in Part) by this award, whether by the recipient or by a subrecipient at any tier, and regardless of the dollar amount of
the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
1. No discrimination, in procurement transactions, against associates of the federal government
Consistent with the (DOJ) Part 200 Uniform Requirements-including as set at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition ,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly

set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2. Monitoring
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or "subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake such work, project, or activity (or to provide such goods or services) in future.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

14. Determination of suitability to interact with participating minors

SCOPE. The condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain

individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Expore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the DOJ Grants Financial Guide").

16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that recipient—or any subrecipient ("subgrantee") at any tier—develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

18. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ award agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the performance of this award, if the recipient is designated as “high-risk” for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

23. Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awards by OJP may not be used by the recipient, or any subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes

certain activities that otherwise would be barred by law).

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a claim that violates the False Claim Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"): (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW. Washington , DC 20530: and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG web site at https://oig.justice.gov/hotline.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement

contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which related to classified information), Form 4414 (which related to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that

agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Message While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirements to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

30. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period (E.g., VOCA funds awarded in FY 2020, are available until the end of FY 2023).

31. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

32. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

33. The recipient authorizes the Office for Victim of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to ant the right to examine all records, books, papers, or documents related to this grant.

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards (“subgrants”) of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier “subgrantees”) of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

36. The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

Agency Name:	Highlands County Sheriff's Office
Name of Authorized Official:	Robin A. Reed, Business Administrator
Signature of Authorized Official:	✔
Date Signed:	February 01, 2021 3:16PM

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
EEOP Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Carefully read the instructions below and then complete the applicable section for your agency.

Recipient's Name: Highlands County Sheriff's Office
DUNS Number: 782624209
Address: 400 S. Eucalyptus Street, Sebring, Florida, 33870-3700
Grant Title: VOCA 2021
Grant Number: VOCA-2021-Highlands County Sheriff'-00155
Requested Award Amount: $127,572.10
Name and Title of Contract Person: Mr. Paul Blackman Sheriff
Telephone Number: (863) 402-7244
E-Mail Address: pblackman@highlandssheriff.org

Section A - Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Recipient has less than fifty employees.
☐ Recipient is an educational institution.
☐ Recipient is a nonprofit organization.
☐ Recipient is a medical institution.
☐ Recipient is an Indian tribe.
☐ Recipient is receiving an award less than $25,000.

I, *[responsible official]*,
certify that *[recipient]* is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that *[recipient]*
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

✔ **Section B - Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $25,000 or more, but less than $750,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Robin A. Reed, Business Administrator *[responsible official]*,
certify that Highlands County Sheriff's Office *[recipient]*,
which has fifty or more employees and is receiving a single award or subaward for $25,000 or more, but less than $750,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt.

E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Highlands County Sheriff's Office *[organization]*,
400 S. Eucalyptus Street, Sebring, Florida 33870 *[Address]*.

Section C - Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $750,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, *[responsible official]*,
certify that *[recipient]*,
which has fifty or more employees and is receiving a single award of $750,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on *[date]* to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Robin A. Reed, Business Administrator
Name and Title of Authorized Official

✔
Signature of Authorized Official

February 01, 2021 3:18PM
Date Signed

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Related Parties Questionnaire

Agency Name: Highlands County Sheriff's Office

1) Are there currently any family relationships that exist between the board of directors, the agency's principal officers, the agency's employees, and any independent contractors? No

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

2) Are you aware of any interests, direct or indirect, that exist with the current board of directors, the current agency principal officers, the current agency employees, or any current independent contractors in the following area?

A) Sale, purchase, exchange, or leasing of property? No
B) Receiving or furnishing of goods, services, or facilities? No
C) Transfer or receipt of compensation, fringe benefits, or income or assets? No
D) Maintenance of bank balances as compensating balances for the benefit of another? No

If yes to any above, describe any and all interests that you are aware of at this time.

3) Are any current board of directors, current agency's principal officers, current agency's employees, or any current independent contractors indebted to the agency? No

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

4) Have any current board of directors, current agency principal officers, current agency employees, or any current independent contractors misappropriated assets or committed other forms of fraud against the agency? No

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Related Parties Questionnaire

By signing this form, I hereby certify that the information contained in this questionnaire is true and accurate to the best of my knowledge and belief. I acknowledge my obligation to notify the Office of the Attorney General VOCA Grant Manager for this contract of any changes to the information provided.

Robin A. Reed, Business Administrator
Name and Title of Authorized Official

✔
Signature of Authorized Official

February 01, 2021 3:18PM
Date Signed

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Personnel Budget: 2

Agency Name: Highlands County Sheriff's Office

Complete the table below and provide information about each position requested. In the Budget Narrative section indicate if the salary/benefit expenses listed include costs that are anticipated during the 12 month period. For example, raises and increases in benefit costs, as well as any other information needed to support the request.

Provide a job description for all proposed VOCA-funded staff and indicate the percentage of time by each job duty. Failure to provide VOCA allowable job descriptions may result in a reduction to your request. The job description must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is VOCA funded.

RATE: A percentage should be indicated for those benefits that are calculated by using a percentage of the gross salary, e.g., retirement is often calculated in this manner.

Personnel:

	Total Actual Cost (from chart below)	Total Amount VOCA Funded	Percent VOCA Funded	VOCA Funded FTE
Position: Victim Advocate	$63,723.83	$63,723.83	100%	1.00

Personnel Narrative: This position is currently filled by a non-exempt civilian employee and we have budged $21.38 per hour in this application.

Sub-Total	$63,723.83	$63,723.83		1

Agency Contribution for Personnel Expenses $0.00

Pay Schedule: (choose one from the drop-down menu)

Position Number:

Hours per week = 40
Hourly Rate = $21.38

		RATE	Yearly Employer Cost	Per Pay Period Approved Budget
Gross Salary	$44,470.40		$44,470.40	$0
FICA		7.65%	$3,401.99	$0
Retirement		11%	$4,891.74	$0
Health Ins.			$10,300.00	$0
Life Ins.			$30.00	$0
Dental Ins.			$185.00	$0

Workers Comp	1%	$444.70	$0
Unemployment (1st $7K)	0%	$0	$0
Other:			$0
	TOTAL	$63,723.83	$0

Explanation (if applicable):

Is this position used as a matching expense Y/N? No

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Personnel Budget: Victim Advocate 1

Agency Name: Highlands County Sheriff's Office

Complete the table below and provide information about each position requested. In the Budget Narrative section indicate if the salary/benefit expenses listed include costs that are anticipated during the 12 month period. For example, raises and increases in benefit costs, as well as any other information needed to support the request.

Provide a job description for all proposed VOCA-funded staff and indicate the percentage of time by each job duty. Failure to provide VOCA allowable job descriptions may result in a reduction to your request. The job description must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is VOCA funded.

RATE: A percentage should be indicated for those benefits that are calculated by using a percentage of the gross salary, e.g., retirement is often calculated in this manner.

Personnel:

	Total Actual Cost (from chart below)	Total Amount VOCA Funded	Percent VOCA Funded	VOCA Funded FTE
Position: Victim Advocate	$63,848.27	$63,848.27	100%	1.00
Personnel Narrative:	This position is currently filled by a non-exempt civilian employee and we have budged an hourly rate of $21.43 in this application.			
Sub-Total	$63,848.27	$63,848.27		1

Agency Contribution for Personnel Expenses $0.00

Pay Schedule: (choose one from the drop-down menu) Bi-Weekly

Position Number:

Hours per week = 40
Hourly Rate = $21.43

		RATE	Yearly Employer Cost	Per Pay Period Approved Budget
Gross Salary	$44,574.40		$44,574.40	$1,714.40
FICA		7.65%	$3,409.94	$131.15
Retirement		11%	$4,903.18	$188.58
Health Ins.			$10,300.00	$396.15
Life Ins.			$30.00	$1.15
Dental Ins.			$185.00	$7.12

Workers Comp	1%	$445.74	$17.14
Unemployment (1st $7K)	0%	$0	$0
Other:			$0
	TOTAL	$63,848.27	$2,455.70

Explanation (if applicable):

Is this position used as a matching expense Y/N? No

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Contractual/Fee for Service Budget

Agency name: Highlands County Sheriff's Office

For each contractual service listed, include a description of the service to be provided, the business name of the contractor, the cost per unit of service, and the estimated units of service to be used. Indicate in the narrative section how the number of services requested was determined. Also, give a description of a unit of service, e.g., a 60 minute unit of legal services, a 60 minute individual therapy session, and a 90 minute group therapy session.

Therapy must be requested at a maximum of the following rates, per 15 minute increment/unit:

Individual Therapy- $25 per unit
Family Therapy- $12.25 per unit/per person
Group Therapy- $8 per unit/per person

EXAMPLE - Budget Narrative:
Therapy, Inc., will provide therapy for adult survivors of incest. It is anticipated that this service will be used approximately 10 times during the year.

Contractual Services - Contracts for specialized services:

Name of Business or Contractor / Budget Narrative	Cost Per Unit of Service	Estimated Units of Service	Total
Name of Business or Contractor:			
Budget Narrative:			
Contractual Subtotal			$0

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Equipment Budget

Agency Name: Highlands County Sheriff's Office

Items included in this section must be furniture and/or equipment costing $2,500 or more. If awarded funds in this category, prior approval is required before purchasing items. Provide a justification for the equipment purchase requests.

EXAMPLE - Narrative Response:
The computer will increase the advocate's ability to reach and better serve crime victims. The cost listed above is for a complete computer package which includes the computer, monitor, software and printer.

ALL EQUIPMENT PURCHASES MUST BE PRE-APPROVED PRIOR TO THE ACTUAL PURCHASE

Equipment:

Description of Equipment and a Budget Narrative	Number	Cost Per Item	Total
Description of Equipment:			
Budget Narrative:			
Equipment Subtotal			$0

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Operating Budget

Agency name: Highlands County Sheriff's Office

Office supplies such as paper, pencils, toner, printing, books, postage, transportation for victims; monthly service costs for telephone or utilities; staff travel (for direct service to crime victims only), etc. Furniture and equipment costing less than $2,500 should be requested from this budget category. In the narrative section, provide a brief description of the operating expenses and note if the cost is pro-rated. Indicate how the number and cost of services requested were determined (by FTE? by % use? by sq/ft?).

EXAMPLE- Narrative Response:
The Victim Advocate will need monthly telephone service calculated at $20 per month, which is the standard rate budgeted for new positions in this agency.

Operating:

Description of Operating Cost and a Budget Narrative	Number	Cost Per Item	Total
Description of Operating Cost:			
Budget Narrative:			
Operating Subtotal			$0

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Training Budget

Agency Name: Highlands County Sheriff's Office

Training requested must be to enhance delivery of victim services.
Travel associated with training must adhere to the State of Florida Travel Rules.
If awarded funds in this category, additional information will be required prior to incurring costs associated with training.
The narrative should include the name and detailed information on the training and a justification for how it will enhance
direct services to crime victims. VOCA funds will only reimburse registration, lodging and travel.

Florida Administrative Rules related to travel expenses:
Click Here
Section 112.061, Florida Statutes- Travel Expenses:
Click Here
Reference Guide for State Expenditures:
Click Here

Training Expenses:

Description of Training Expenses and a Budget Narrative	Number	Cost Per Item	Total
Description of Training Expenses:			
Budget Narrative:			
Training Subtotal			$0

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Match Budget: Lieutenant, SVU

Agency Name: Highlands County Sheriff's Office

Program Match: The VOCA Rules require that all proposals provide a 20% match of the total VOCA project. Total VOCA Project is defined as the VOCA Budget Request plus the Program Match. Match funds are subject to the same restrictions that govern VOCA grant funds, i.e., the source of program match must be a VOCA-allowable expenditure. Training is not approved as a matching contribution.

To determine the amount of match required by the VOCA Rules for the proposed VOCA project, divide the total amount of the VOCA Budget Request by four. The result is the amount of the program match. For example, if the VOCA Budget Request is $30,000, then divide $30,000 by four which equals $7,500. In this case, the required match is $7,500 which equals 20% of the total VOCA project. The following further illustrates the program match requirement:

$30,000
+ $7,500
$37,500

Allowable match funds may include, but are not limited to, volunteers, staff salaries, rent, equipment, operating costs, etc. Federal funds from other sources cannot be used for VOCA match. Match used for the VOCA project cannot be used as match for any other grant. Do not over report match, i.e., do not provide match in excess of 20% of the total VOCA project. Match may be provided as either cash or in-kind or a combination of cash and in-kind as follows:

Cash Match: A cash match is any cost component that is included in the agency's overall budget as it applies to the provision of direct services for victims of crime, i.e., staff providing direct victim services, travel related to the delivery of direct victim services, rent paid by the agency for the portion of the program providing direct victim services, etc. If the agency pays for the expense, then it may be used as a cash match.

In-Kind Match: An in-kind match includes donated items or services that benefit the program but which do not have a dollar value assigned for budgeted purposes. For example, programs may use volunteer hours as match. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the applicant agency. If the required skills are not found in the applicant agency, the rate of compensation must be consistent with the labor market. Programs may use items donated by other programs or individuals as in-kind match, i.e., rent and utilities used for the provision of direct services to victims and donated by another source outside the agency.

The Program match section is an itemized description by budget category of proposed matching contributions. The budget categories are personnel, contractual services, equipment and operating expenses. Provide a detailed (itemized) list and a budget narrative for each budgeted category. Indicate the funding source and indicate if it is a cash or in-kind match. Do not over report required match. Unless otherwise approved by the OAG, reported match must be consistent with the monthly reimbursement request.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Match Budget: Lieutenant, SVU

Match Narrative: Describe in detail the type of Match, whether cash or in-kind, the budget category, etc. Submit the same detailed information for match as provided for VOCA funded items. If match is in the personnel category for paid staff complete the table below (attach additional page(s) if needed) and provide the total salary and benefits and percentage. Attach job descriptions for all paid staff and/or volunteers reported as Match. Job descriptions must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is reported as Match. Failure to provide VOCA allowable job descriptions may result in a reduction to your request.

EXAMPLES- Match Narrative:
Our agency utilizes volunteers who provide direct services to victims of crime, such as intake clerks, clerical (types reports and calls victims) and victim advocates. The agency anticipates using volunteers at the equivalent of 20 - 23 hours per week x 52 weeks x $5.15 for a match of $5,698.
* Only those agencies with an established volunteer component are eligible to utilize volunteers as match.

The agency rents office space from the Global Company at $14,400 annually and the agency's pro-rated portion for office space for volunteers and supervisor of the victim advocate would be approximately 19% (or $234 per month) x 12 months = $2,807.

Approximately 5% of the Victim Advocate Supervisor position will be utilized to provide supervision for the victim advocate position. The supervisor's total salary and benefits equal $32,000.

Program Match Description	Funding Source May not be derived from Federal Dollars	Cash or In-Kind	Budget Category	Match Amount
Lieutenant, SVU	Local, Public or Private	Cash	Personnel	$28,144.16
Match Sub-Total				$28,144.16
Budget Narrative:	The SVU LT spends over 35% of his time supervising the Advocates. Hourly pay is budgeted at $33.16/hour for this position (see below). Health, life and dental insurance is the Agency's annual cost for these benefits. Total annual cost is $112,577.			

VOCA FTE %	0.2688%			
Hours per week =	43	RATE	Employer Cost	Reported Match =
Hourly Rate =	$33.16			25%
Annual Gross Salary	$74,145.76		$74,145.76	$18,536.44
FICA		7.65%	$5,672.15	$1,418.04
Retirement		25%	$18,536.44	$4,634.11
Health Ins.			$10,300.00	$2,575.00
Life Ins.			$30.00	$7.50
Dental Ins.			$185.00	$46.25
Workers Comp		5%	$3,707.29	$926.82

Unemployment	0%	$0	$0
Other			$0
TOTAL		$112,576.64	$28,144.16

Explanation (if applicable):
Please note that the SVU Lt.'s hourly rate includes the state-required incentive compensation of $1,320 per year which is a separate line item on his paycheck and is paid out in 24 pay periods per year. The Lt's total compensation of $74,150 is divided by 2,236 total annual hours worked = $33.16 which is his budgeted hourly rate of pay. Health, dental and life is the Agency's annual cost of these benefits for all employees.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Match Budget: Victim Advocate Overtime

Agency Name: Highlands County Sheriff's Office

Program Match: The VOCA Rules require that all proposals provide a 20% match of the total VOCA project. Total VOCA Project is defined as the VOCA Budget Request plus the Program Match. Match funds are subject to the same restrictions that govern VOCA grant funds, i.e., the source of program match must be a VOCA-allowable expenditure. Training is not approved as a matching contribution.

To determine the amount of match required by the VOCA Rules for the proposed VOCA project, divide the total amount of the VOCA Budget Request by four. The result is the amount of the program match. For example, if the VOCA Budget Request is $30,000, then divide $30,000 by four which equals $7,500. In this case, the required match is $7,500 which equals 20% of the total VOCA project. The following further illustrates the program match requirement:

$30,000
+ $7,500
$37,500

Allowable match funds may include, but are not limited to, volunteers, staff salaries, rent, equipment, operating costs, etc. Federal funds from other sources cannot be used for VOCA match. Match used for the VOCA project cannot be used as match for any other grant. Do not over report match, i.e., do not provide match in excess of 20% of the total VOCA project. Match may be provided as either cash or in-kind or a combination of cash and in-kind as follows:

Cash Match: A cash match is any cost component that is included in the agency's overall budget as it applies to the provision of direct services for victims of crime, i.e., staff providing direct victim services, travel related to the delivery of direct victim services, rent paid by the agency for the portion of the program providing direct victim services, etc. If the agency pays for the expense, then it may be used as a cash match.

In-Kind Match: An in-kind match includes donated items or services that benefit the program but which do not have a dollar value assigned for budgeted purposes. For example, programs may use volunteer hours as match. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the applicant agency. If the required skills are not found in the applicant agency, the rate of compensation must be consistent with the labor market. Programs may use items donated by other programs or individuals as in-kind match, i.e., rent and utilities used for the provision of direct services to victims and donated by another source outside the agency.

The Program match section is an itemized description by budget category of proposed matching contributions. The budget categories are personnel, contractual services, equipment and operating expenses. Provide a detailed (itemized) list and a budget narrative for each budgeted category. Indicate the funding source and indicate if it is a cash or in-kind match. Do not over report required match. Unless otherwise approved by the OAG, reported match must be consistent with the monthly reimbursement request.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Match Budget: Victim Advocate Overtime

Match Narrative: Describe in detail the type of Match, whether cash or in-kind, the budget category, etc. Submit the same detailed information for match as provided for VOCA funded items. If match is in the personnel category for paid staff complete the table below (attach additional page(s) if needed) and provide the total salary and benefits and percentage. Attach job descriptions for all paid staff and/or volunteers reported as Match. Job descriptions must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is reported as Match. Failure to provide VOCA allowable job descriptions may result in a reduction to your request.

EXAMPLES- Match Narrative:
Our agency utilizes volunteers who provide direct services to victims of crime, such as intake clerks, clerical (types reports and calls victims) and victim advocates. The agency anticipates using volunteers at the equivalent of 20 - 23 hours per week x 52 weeks x $5.15 for a match of $5,698.
* Only those agencies with an established volunteer component are eligible to utilize volunteers as match.

The agency rents office space from the Global Company at $14,400 annually and the agency's pro-rated portion for office space for volunteers and supervisor of the victim advocate would be approximately 19% (or $234 per month) x 12 months = $2,807.

Approximately 5% of the Victim Advocate Supervisor position will be utilized to provide supervision for the victim advocate position. The supervisor's total salary and benefits equal $32,000.

Program Match Description	Funding Source May not be derived from Federal Dollars	Cash or In-Kind	Budget Category	Match Amount
Victim Advocate Overtime	Local, Public or Private	Cash	Personnel	$3,748.87
Match Sub-Total				$3,748.87

Budget Narrative: Victim Advocates receive overtime pay for worked hours in excess of 40 per week. These costs are not included in the grant funded expenses. We propose using the overtime paid to VA's to fulfill our match obligation.

VOCA FTE %	0.05%			
Hours per week =	2	RATE	Employer Cost	Reported Match =
Hourly Rate =	$32.15			100%
Annual Gross Salary	$3,343.60		$3,343.60	$3,343.60
FICA		7.65%	$241.78	$241.78
Retirement		11%	$347.66	$347.66
Health Ins.			$0	$0
Life Ins.			$0	$0
Dental Ins.			$0	$0
Workers Comp		0%	$0	$0

Unemployment	0%	$0	$0
Other		$0	$0
TOTAL		$3,933.04	$3,933.04

Explanation (if applicable):
We limited the total amount of match to the required amount.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
VOCA Budget Request

Budget Summary By Category	Total VOCA Budget Request	Total VOCA Approved Budget
Personnel (10A)	$127,572.10	
Contractual Services (10B)	$0	
Equipment (10C)	$0	
Operating Expenses (10D)	$0	
Training Expenses (10E)	$0	
Total	$127,572.10	$0

Required Match Part 11	$31,893.03
Total paid staff for agency's victim services program (total number of full-time equivalent staff (FTE) for the current fiscal year):	2
Number of staff requested from VOCA, expressed in FTE's:	2
Number of staff requested as matching expenses, expressed in FTE's:	0.32
Total staff requested, expressed in FTE's:	2.3188
Child Abuse (Include services for child physical abuse/neglect and child sexual assault/abuse)	$13,068.36
Domestic and Family Violence	$68,245.89
Adult Sexual Assault	$4,356.12
Underserved (includes DUI/DWI crashes, survivors of homicide victims, assault, adults molested as children, elder abuse, victims with disabilities, robbery, other violent crimes)	$19,706.26

MATCH (financial support from other sources)

Value of in-kind match	$0
Cash match	$31,893.03
Total match	$31,893.03

Match waiver No

Applicants must provide information that demonstrates community support of its services; financial support from non-federal sources; non-federal resources for the required 20% program match (unless in-kind match is utilized); and, if a new program, shows that 25-50% of the total financial support is from non-federal sources.

Budget and Staffing
Provide the amount of funding that is allocated to victim services within the applicant agency for the current fiscal year and the amount requested for the proposed VOCA project. Do not report the entire agency budget, unless the entire budget is devoted to victim services programs. Round amounts to the nearest dollar, and include all expenses which are budgeted for the victim services program (i.e., personnel costs which include salaries for directors, clerical/support staff, victim advocates, counselors, etc.; training costs; equipment such as computers, fax machines, printers, copiers, telephones, and furnishings, etc.; operating costs such as utilities, postage, printing, office supplies, travel, counseling supplies, etc.). Please note: Do not include in-kind match.

What is the fiscal year of your sub grantee agency? (choose one from the drop-down menu to the right)
October 1 to September 30

Other Defined:

Funding Source	Agency Total Victim Services Budget (Current Fiscal Year)	Proposed VOCA Project Budget
Federal Funding *Describe below	$0	$0
VOCA Grant Request (excluding match)		$127,572.10
State Funds	$0	$0
Local, Public or Private Funds	$31,893.03	$31,893.03
Other:	$0	$0
Totals	$31,893.03	$159,465.13

*For the judicial circuit you are requesting funding with this application

* If the applicant agency currently receives federal funding for victim services, indicate the source(s) and the use of those funds. (Response is limited to 1000 characters.) If this is not applicable, please indicate "N/A."

N/A
Other than this grant application, we have not requested and do not receive any other federal funding for our VOCA program.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Use of VOCA and Match Funds

INSTRUCTION: For this request, check the category of service and subcategory that best identifies the types of services or activities that will be provided by the VOCA-funded project as described below.

Note: Report only those program activities that will be implemented with VOCA and Match funds.

Check all that apply

INFORMATION & REFERRAL

- ✔ Information about the criminal justice process
- ✔ Information about victim rights, how to obtain notification, etc.
- Referral to other victim service programs
- Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

PERSONAL ADVOCACY/ACCOMPANIMENT

- ✔ Victim advocacy/accompaniment to emergency medical care
- ✔ Victim advocacy/accompaniment to medical forensic exam
- ✔ Law enforcement interview advocacy/accompaniment
- ✔ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- ✔ Criminal advocacy/accompaniment
- ✔ Civil advocacy/accompaniment (includes victim advocate assisting with protection orders)
- ✔ Individual advocacy (assistance in applying for public benefits, return of personal property or effects)
- Performance of medical forensic exam or interview, or medical evidence collection
- ✔ Immigration assistance (e.g. special visa, continued presence application, and other immigration relief)
- ✔ Intervention with employer, creditor, landlord, or academic institution
- Child and/or dependent care assistance (provided by agency)
- ✔ Transportation assistance (provided by agency)
- Interpreter services
- ✔ Assistance with victim compensation

EMOTIONAL SUPPORT OR SAFETY SERVICES

- ✔ Crisis intervention (in-person, includes safety planning, etc.)
- Hotline/crisis line counseling
- ✔ Individual counseling
- ✔ On-scene crisis response (e.g., community crisis response)
- Therapy (traditional, cultural, or alternative healing: art, writing, or play therapy; etc.)
- Support groups (facilitated or peer)
- Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and non prophylactic meds, durable medical equipment, etc.)

SHELTER/HOUSING SERVICES

- Emergency shelter or safe house
- Transitional housing
- Relocation assistance

CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE

- ✔ Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- ✔ Victim impact statement assistance
- ✔ Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)
- ✔ Emergency justice-related assistance
- Civil legal attorney assistance in obtaining protection or restraining order
- Civil legal attorney assistance with family law
- Immigration attorney assistance (e.g., special visas, continued presence application, and other immigration relief)
- Other civil legal attorney assistance (e.g., landlord/tenant, employment, etc.)
- ✔ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness
- ✔ Criminal advocacy/accompaniment
- ✔ Civil advocacy/accompaniment (includes victim advocate assisting with protection orders)

issues (e.g., custody, visitation, or support)

Statement of Need: The statement of need must provide a description about why this project is needed. Be clear and avoid acronyms.

Underserved Victims: Applicants are encouraged to identify gaps in available services for "underserved" victims and to seek funding to provide services to these victims. Underserved populations may include, but are not limited to, child-on-child abuse, child abuse by non-caretaker, crimes against the elderly, non-English speaking persons, persons with disabilities, victims of federal crimes, victims of workplace violence and members of racial or minorities.

1) Briefly describe the need for services to victims of crime that will be addressed using VOCA funding. If needed, define the deficiency of services to victims.

US Census data reports the median household income in Highlands is 38% below the national average and 31% below Florida's average. 33% of our children under 18 live in poverty, which is much higher than other Florida children. Highlands County's median housing value is 56% less than Florida's average home. 2019 FDLE UCR data show that Highlands had 826 incidents of homicides, rapes, robbery, aggravated assault and burglaries, down slightly from 2018. However, the 5 year average for these crimes exceeds the state average. Victim Advocates coordinate all services to victims in crisis in Highlands. The Advocates provide crime victims emotional support, crisis counseling, safety planning, assistance with transportation and shelter, and help navigating the criminal justice system. They are available 24/7 and coordinate these services through a multi-agency network of professionals and organizations. These vital services would not be possible without funding from the VOCA grant.

2) Provide information about crime statistics for all counties that will be served in the service area. Specifically, detail the statistics related to the need described in #1.

According to FDLE Uniform Crime Report (UCR) statistics for the calendar year 2019, there were 11 murders, 30 forcible rapes, 58 robberies, 181 aggravated assaults and 546 burglaries (totaling 826) in Highlands County. This was a slight decrease in the 882 reported in 2018. The five year average showed that murder and robbery were much higher than normal for the year, but other categories were about the same.

3) Provide demographic information **about the population of all of the counties that will be served.** At a minimum, provide information about gender, race, or national origin and age for the service area.

According to the US Census Bureau, American Community Survey 1-Year Estimates, Highlands' population is 65.5% White alone, 21.1% were Hispanic or Latino, 11.3% African American, 0.1% Native American, 1.6% Asian, and 0.4% were from two or more races. 50.5% are female and 49.5% male. 19.4% were under 19 years old, and 42.2% were over 60 years old. These demographic groups generally represent the same groups served by the Victim Advocates. According to the statistics compiled from the VOCA reports for the period October 2016 through September 2020, of the victims served, 65.9% were White, 22.5% were African American and 11.1% were Hispanic. Further, 11.7%

were under age 18, and 8% were over age 60.

4) Provide demographic information **about the population to be served through the proposed VOCA project.**

The population served by the Victim Advocates generally follows Highlands' demographics taken as a whole. However, the African American population has a slightly greater need, and children under 18 and those over the age 60 are not served as often by our Victim Advocates than the general population. For the period 10/1/2016-9/30/2020 the victims served by VA's were 65.9% White, 22.5% African American, and 11.1% Hispanic compared to 65.5%, 11.3%, and 21.1% of the population, respectively, according to US Census data. Also, 11.7% of victims served were under age 18 compared with 19% of the population, and 8% served were over 59 compared to 42% of the population. Advocates serve those aged 18-59 80% of the time, even though this group comprises only 38% of the population. In addition, for the period 10/1/2016-9/30/2020, 72.7% of the victims served were female even though they are only 50.5% of the population at large.

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Project Proposal

The project proposal must clearly outline what needs to be done and by whom in order to address the needs identified in the statement of need.
The project proposal pertains only to the services related to the proposed Total VOCA Project (VOCA grant plus match activities).

1) Describe which services will be provided to the crime victims described in the statement of need. Summarize which services will be provided by each proposed VOCA funded personnel position or contractor. Specifically, indicate how the proposed personnel, operating, contractual, equipment and training expenses are associated with the provision of services to crime victims: consistency

Victim Advocates (VA's) are located at the Children's Advocacy Center (CAC) at 1968 Sebring Parkway in Sebring. VA's provide victims of crime with services, including, but not limited to, information and referral, crisis intervention counseling, emotional support, assistance navigating the criminal or civil justice system, and assistance filing victim compensation claims. VA's respond to crime scenes and serve victims on a 24/7 basis. VA's review offence reports and conduct follow ups with victims. VA's are the liaison between victims, courts, social service agencies and others. VA's have specialized training on the cycle of victimization and counsel victims on how to avoid further victimization. VA's provide services to victims mostly at the CAC, but provide services elsewhere depending upon the needs and circumstances of victims. Funding for the personnel costs of VA's has been possible by VOCA funding with the Sheriff funding VA operating costs from its budget.

2) Provide a listing of other agencies that will coordinate services with the applicant for the VOCA project and the services provided by each agency.

Our Victim Advocates Program is an integral part of the services rendered at the Children's Advocacy Center (CAC). The CAC is a Highlands County Community Programs Division program under guidance from the Children's Services Council's Advisory Board. The CAC is tasked with supporting a Multidisciplinary Team (MDT) to provide victim services. The MDT has various partners, including Law Enforcement, Department of Children & Families, Mental Health, Child Protection Team- Forensic Interviewers, Victim and Family Advocates, and Medical Professionals. In addition, the CAC maintains relationships with other service providers in the community such as Guardian Ad Litem, Department of Juvenile Justice, Highlands County School Board, Champion for Children Foundation, One Hope United, Peace River Center, SCARF, and Heart of Florida Legal Aid. All of the victims served, including children, are listed on the victims served and types of services form in this application.

3) Describe in detail how the coordination of services will be accomplished.
Indicate if a Memorandum of Agreement or other formal coordination plan is in place.

Victim Advocates work at the Children's Advocacy Center (CAC) which is a facility designed to provide multiple services to victims of crime. A primary purpose of the CAC is to provide prevention support to families when a future domestic violence crime may occur. Victim

Advocates help fulfill this mission by managing all crime victim cases and coordinating all disciplines in the abuse field to interview, evaluate and provide assistance to victims. The CAC is a private/public partnership and one of a handful in Florida accredited by the NCA. VA's and members of the Sheriff's Office Special Victim's Unit coordinate services to victims through other partner agencies located at the CAC, including DCF Investigators, States Attorney's Office Forensics, Guardian Ad Litem, Child Psychologist and Medical Technician. These agencies work together to provide support, resources and referrals to victims.

4) Does a duplication of service exist? (Choose one from the drop-down menu): No
If yes, please explain.

No duplication of services to victims occur, but Victim Advocates work closely with other professionals which may also provide services because they may have special expertise working with certain victims, such as young children. Our Victim Advocates coordinate all victim services.

5) The VOCA Rules mandate that grant recipients use volunteers in the victim services program. Describe how volunteers will be utilized to provide services to crime victims. If the agency does not currently utilize volunteers, please explain how they will be recruited and incorporated into the victim services program.

We currently have one active volunteer. However, we routinely seek other volunteers. Our volunteer(s) receive in-house training on the structure and organization of the Highlands County Program. Additionally, volunteer(s) provide assistance by carrying out basic office duties such as filing reports, maintaining records, sending correspondence, and making phone calls. The volunteer(s) also assist on request with other duties assigned by the Victim Advocates. The services performed by the volunteer(s) provide Victim Advocates with more time to provide direct services and support to victims.

6) Identify the number of volunteer hours supporting the work of this VOCA award for subgrantee agency's victimization program/services.

1	Volunteers provided
52	Hours of Service annually
0.025	FTE equivalent (hours provided divided by 2080)

7) Provide a justification for not billing the Victim Compensation program for services requested in this application that may be allowable under the Victim Compensation Program.

N/A

8) The agencies that receive VOCA grant funding are required to comply with the Federal statutes and regulations that prohibit discrimination in federally assisted programs or activities. Recipients may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. Also,

recipients may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. In order to ensure VOCA-funded agencies fulfill the expectations of the Federal civil rights obligations all organizations that receive VOCA funding must complete the online civil rights training curriculum for recipients offered by the Office for Civil Rights. If awarded VOCA grant funding will the applicant agency complete the required training and comply with all applicable Federal statutes and regulations related to civil rights and nondiscrimination?

(Choose one from the drop-down menu below)

Yes

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00155
Victims Served and Types of Services

Agency Name: Highlands County Sheriff's Office

The number of victims indicated should include the number of new victims provided services by VOCA funded and matching staff during the grant period. The figures indicated should be based on historical data and/or the anticipated need of the population served through the VOCA project. If awarded funding, the applicant agency will be expected to fulfill these performance measures.

Recipients of VOCA funding are required to provide services to victims of Federal crimes and to provide assistance with the VOCA Crime Victim Compensation program.

VOCA Grant Request
(from the Budget Summary Page) $127,572.10

# of Victims to be Served	Type of Victim $127,572.10	$ Amount per Category	% of Total Grant Amount	# of Other Types of Victims to be Served	For other types of crimes, identify and list each separately below.
45	Adult Physical Assault (Includes Aggravated and Simple Assault)	$9,334.54	7.32%	35	Battery
21	Adult Sexual Assault	$4,356.12	3.41%	0	
0	Adults Sexually Abused/Assaulted as Children	$0	0.00%	0	
6	Arson	$1,244.61	0.98%	0	
0	Bullying (Verbal, Cyber or Physical)	$0	0.00%	0	
16	Burglary	$3,318.95	2.60%	0	
25	Child Physical Abuse or Neglect	$5,185.86	4.07%	0	
0	Child Pornography	$0	0.00%	0	
38	Child Sexual Abuse/Assault	$7,882.50	6.18%	0	
329	Domestic and/or Family Violence	$68,245.89	53.50%	0	
12	DUI/DWI Incidents	$2,489.21	1.95%	0	
17	Elder Abuse or Neglect	$3,526.38	2.76%	0	
0	Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other (Explanation Required)	$0	0.00%	0	

0	Human Trafficking: Labor	$0	0.00%	0
4	Human Trafficking: Sex	$829.74	0.65%	0
0	Identity Theft/Fraud/Financial Crime	$0	0.00%	0
20	Kidnapping	$4,148.69	3.25%	0
0	Mass Violence (Domestic/International)	$0	0.00%	0
0	Other Vehicular Victimization (e.g., Hit and Run)	$0	0.00%	0
8	Robbery	$1,659.47	1.30%	0
26	Stalking/Harassment	$5,393.29	4.23%	0
13	Survivors of Homicide Victims	$2,696.65	2.11%	0
0	Teen Dating Victimization	$0	0.00%	0
0	Terrorism (Domestic/International)	$0	0.00%	0
Total Victims Served	615	$120,311.90	94.31%	35

Indicate the number of victims projected to receive the following services. In this section, only count a victim once, regardless of how many times the victim received a particular service. The total amount for any one service may not exceed the total number of victims projected to be served. See the VOCA Definitions for a description of each service.

# of Victims to be Served	Type of Service	# of Other Types of Services to be Provided	For other types of services, identify and list each separately below.
573	Information and Referral	0	
34	Personal Advocacy/Accompaniment	0	
55	Emotional Support or Safety Services	0	
0	Shelter/Housing Services	0	
65	Criminal/Civil Justice System Assistance	0	
14	Number of Victims Assisted with a Victim Compensation Application	0	
Total Services	741	0	**Subtotal of "Other" Services**

Required Documentation:

Job Descriptions

A job description is required for all proposed VOCA-funded personnel and match personnel and must indicate the percentage of time allocated for each task totaling 100% of the job duties. Job descriptions must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is VOCA funded. Failure to provide VOCA allowable job descriptions may result in a reduction to your request.

Letters of Support

Attach three (3) current letters of support from **local community or government groups**. A current letter is one that is dated during the current calendar year. It is the responsibility of the applicant agency to ensure letters highlight the applicant agency's record of providing effective services to victims of crime (if applicable), demonstrates the writer's support as well as the community's support of the services that are requested as part of VOCA Grant project. Do not provide more than three letters. The following will not be accepted:

*Letters from one individual that is not writing on behalf of a local community or government group

*Letters from individuals or units within the applicant agency

*Letters acknowledging conference or meeting participation

*Letters that are similar in content

Documentation of the agency's 501(c) 3 ruling from the Internal Revenue Service

Provide documentation to document the nonprofit status of the applicant agency. This may include:

*proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;

*a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;

*a certified copy of a certificate of incorporation or similar document establishing nonprofit status;

*any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate

Current Listing of Agency's Board of Directors

Attach a current listing of all Board Members to include name, affiliation, and contact information (address, phone number).

Required Documentation Uploads

Name: Victim Advocate Job Descriptions — Type: Job Descriptions
Name: SVU Lt. Job Description — Type: Job Descriptions
Name: Applicant Name Change
Name: Letters of Support for VOCA Program — Type: Letters of Support

OAG Only - Upload Section

Name: — Type:

HIGHLANDS COUNTY SHERIFF'S OFFICE
JOB DESCRIPTION

JOB TITLE: VICTIM ADVOCATE **JOB CODE:** 0966

GENERAL DESCRIPTION:

This is professional counseling work ensuring that victims of crimes receive counseling and support services required by Florida Statutes and policies and procedures adopted by the Sheriff's Office. Work involves providing services to victims of crime of all age groups. Services include, but are not limited to, information and referral, crisis intervention counseling, emotional support, assistance in navigating or dealing with the criminal and/or civil justice system, and assistance in filing victim compensation claims. VA's respond to crime scenes when required and are available to serve victims of crime twenty-four hours a day. VA's have specialized training on the cycle of victimization and an understanding of the criminal justice system and counsel victims on ways to avoid further victimization. Work is performed under the general administrative direction of a higher level official in the Criminal Investigations Division and requires considerable independent initiative and sound judgment. Work is reviewed through conferences, reports, recommendations, and by results attained.

ESSENTIAL JOB FUNCTIONS:

1. Provides information and referral services to victims. (10% VOCA)
2. Provides crisis intervention counseling and emotional support services to victims, both on an immediate basis, and by referral to social or governmental agencies twenty-four hours a day. (15% VOCA)
3. Explains the criminal justice process to victims. (10% VOCA)
4. Provides assistance to victims with the criminal/civil justice to victims along with accompanying victims to trial. (10% VOCA)
5. Reviews incident/offense reports on a daily basis and assesses the need and makes recommendations for community resources. (20% VOCA)
6. Makes appropriate referrals and conducts follow-up. (20% VOCA)
7. Serves as a liaison between the victim and Sheriff's Office with the courts, social service agencies, the State Attorney's Office, the Florida Network of Victim Services, and the National Organization of Victim Assistance. (15% VOCA)

100% VOCA Position

KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable knowledge of the principles and practices of social work, including counseling.
- Considerable knowledge of available human services, and cultural differences.
- Knowledge of the criminal justice system and the court process.
- Knowledge of Victims Assistance Programs.
- Knowledge of Florida Statutes on victim rights.
- Knowledge of crimes compensation.
- Working knowledge of available victim services.

- Knowledge of crisis counseling intervention techniques.
- Ability to work independently.
- Ability to counsel individuals, particularly in crisis situations.
- Ability to communicate effectively both orally and in writing.
- Ability to prepare reports and to maintain adequate records
- Ability to analyze facts and exercise sound judgment in arriving at conclusions.

EDUCATION AND EXPERIENCE:

- Graduation from an accredited four year college or university with a degree in sociology, social work, psychology, criminology, or a related field.
- One year of professional experience in counseling, social work, law enforcement, rehabilitative services, victim advocacy, crisis intervention services; or an equivalent combination of training and experience.

ESSENTIAL PHYSICAL SKILLS:

- Ability to access file cabinets for filing and retrieval of data.
- Ability to communicate well both orally and in writing.
- Acceptable eyesight and hearing (with or without correction)

ENVIRONMENTAL CONDITIONS:

- Work inside an office environment and outside.

HIGHLANDS COUNTY SHERIFF'S OFFICE

JOB DESCRIPTION

JOB TITLE: SPECIAL VICTIM'S UNIT LIEUTENANT

DEPARTMENT: INVESTIGATION **POSITION NUMBER:** 3045-I

GENERAL DESCRIPTION:

Responsible supervisory law enforcement work of average difficulty in directing a shift of law enforcement personnel in the protection of life and property. Incumbents are responsible for supervising personnel engaged in a variety of law enforcement and crime prevention activities, or serving in various capacities such as special criminal investigative units or in specialized support activities.

ESSENTIAL JOB FUNCTIONS:

1. Plans, assigns and reviews the work of a shift of Deputy Sheriff's and Deputy Sheriff Sergeant's, organized into groups of squads, and engaged in various law enforcement, victim services and crime prevention activities.**5%**
2. Supervises and participates in a variety of special criminal investigative units or specialized support activities, including staff training, vice, narcotics and criminal intelligence investigations, internal review functions, court service and licensing activities, communications operations, investigations of robberies, homicides, other crimes, community affairs and relations, coordinates victims assistance services and other similar duties.**5%**
3. Conducts roll call and inspects personal appearance and equipment of personnel; determines courses of action to be taken during shift, emergencies or complex law enforcement situations.**1%**
4. Reviews a variety of reports, correspondence, memoranda and files prepared by subordinates and other departmental personnel for adequacy and completeness; prepares various narrative and statistical reports, studies and budgets to present findings, provide information, justify and project needs, recommend solutions and documents work activities, equipment utilization and operations.**10%**
5. Receives verbal and written complaints and inquiries from the public, media, other government agencies and department personnel and provides information on departmental regulations and procedures, explains courses of action that will or have taken place, and refers complaints to their departmental authorities.**2%**
6. Accounts for all equipment, materials, supplies and vehicles assigned to the specific operating unit to ensure proper inventory levels and operational readiness.—**2%**
7. Performs duties of superior in order to provide continuity of operations, as necessary.—**20%**
8. Attends various departmental and non-departmental meetings and training courses; reads materials pertinent to the law enforcement field to keep abreast of current developments; identifies training needs, prepares lesson plans and conducts formal training sessions.**10%**
9. Testifies in court, before grand juries and hearings concerning law enforcement activities, to provide information from evidence gained through investigations and assist in case prosecutions.—**5%**

ESSENTIAL JOB FUNCTION - CONTINUED

10. Makes recommendations regarding hiring, discipline and promotion of subordinates; authorizes leave and overtime; reviews performance reports prepared by subordinates and rates employee performance. **2%**
11. May also perform work found in the Sergeant's job description. **3%**
12. Responsible for overview and direction of the Victim Advocate Program. **17.5% VOCA**
13. Supervision and guidance over the Victim Advocate positions. **17.5% VOCA**

TOTAL TIME SPENT ON VOCA - AT LEAST 35% OF TOTAL TIME

VOCA APPLICATION NARRATIVES
FY 21-22 APPLICATION
HIGHLANDS COUNTY SHERIFF'S OFFICE

Background. The FY 21-22 VOCA Application for the Highlands County Sheriff's Office ("Sheriff") has been submitted under its own name, rather than under the Highlands County Board of County Commissioners ("BOCC"), a change from prior years. The Sheriff has operated the VOCA program in Highlands County for many years, and has a successful record of providing efficient and valuable services to crime victims in Highlands County. Even though the Sheriff receives a significant portion of its revenue from the BOCC, the Sheriff's operates independently of the BOCC, i.e., the Sheriff has its own employees, manages its own fiscal operations and has its financial statements audited and prepared separately from the BOCC. We determined it was in the best interest of the BOCC to submit our application for funding under our own name. Our VOCA services have not, and will not change. This is merely a change in the applicant's name. All other aspects of our program and services will remain the same. However, since this is a new name, we wanted to be sure and provide information necessary to comply with the following questions.

For purposes of VOCA, at 42 U.S.C. 10603(b)(1)(B), the following shall apply to new applicant agencies. Applicant agencies that were not previously awarded a VOCA grant, must respond to items 1 and 2 below in their VOCA application:

1. Record of effective services to victims of crime and support from sources other than the Crime Victims Fund. A program has demonstrated a record of effective direct services and support from sources other than the Crime Victims Fund when, for example, it demonstrates the support and approval of its direct services by the community, its history of providing direct services in a cost-effective manner, and the breadth or depth of its financial support from sources other than the Crime Victims Fund.

2. Substantial financial support from sources other than the Crime Victims Fund. A program has substantial financial support from sources other than the Crime Victims Fund when at least twenty five percent of the program's funding in the year of, or the year preceding the award comes from such sources, which may include other federal funding programs. If the funding is non-federal (or meets the DOJ Grants Financial Guide exceptions for using federal funding for match), then a program may count the used funding to demonstrate non-VOCA substantial financial support toward its project match requirement.

The Sheriff's VOCA program has operated for many years with a proven record of effective services to crime victims throughout Highlands County. While the applicant name has changed, this is merely a technical change and will not affect the existing VOCA program in any way.

Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

January 28, 2021

To Whom It May Concern:

This Office (Probate/Domestic Violence) is charged by State Statute with assisting Petitioners for Protective Injunctions, with the filing of these injunctions. In accomplishing this mandate, this office relies heavily on the Highlands County Sheriff's Office Victim Advocates to provide assistance to those seeking civil injunctions for protection against Domestic, Sexual, Dating, Repeat, and Stalking Violence.

HCSO Victim Advocates provide a complete package of assistance to petitioners, including explanation and preparation of the initial petition, referral for pro bono legal assistance, notice of court events, accompaniment to all hearings, and any follow-up assistance needed.

Further, in other venues, Advocates partner with other state and local agencies to provide services such as crisis counseling, obtaining financial assistance with costs incurred as the result of crimes, court accompaniment, and accompaniment to hearings and depositions. Additionally, when necessary, Advocates are called on to intercede with employers, schools, and creditors.

This is written to express the enthusiastic support of the Probate Office, of the Highlands Clerk of Courts for the renewal of the Victim of Crime Act Grant, for the Victim Advocate Unit of the Highlands County Sheriff's Office. Please approve the grant application, in order to continue providing a valuable resource to the citizens of Highlands County, Florida.

Sincerely,

Alice Perez, Manager Probate/Domestic Violence
Jerome Kaszubowski, Highlands County Clerk of Courts
430 S. Commerce Avenue
Sebring, Fl. 33870

SEBRING POLICE DEPARTMENT

307 North Ridgewood Drive
Sebring, FL 33870-7206

(863) 471-5108
Telephone

Karl J. Hoglund
CHIEF OF POLICE

(863) 471-5135
Fax Line

January 29, 2021

To Whom It May Concern:

Re: VOCA Grant Application for Highlands County

The Highland's County Sheriff's Office Victim Advocate Program is an essential service needed for providing assistance to adult and child victims of crimes and their families. In addition, the Highlands County Victim Advocate Program has brought much needed comfort and joy to those in our community that may be experiencing a crisis or simply need a lift from the traumatic times we are in.

Although the Victim Advocate Program is a division within the Highlands County Sheriff's Office, we often call on them to provide services to victims and families within the City of Sebring. The Advocates also partner with other state and local agencies at times to provide services such as crisis counseling, assistance in obtaining protective injunctions, obtaining financial assistance with costs incurred as the result of crimes, court accompaniment, and accompaniment to hearings and depositions. Furthermore, when necessary, Advocates are called on to intercede with employers and creditors.

The citizens of this County and the Sebring Police Department need these critical services to continue as they are a tremendous help to our agency and community. Therefore, the Sebring Police Department wholeheartedly endorses the renewal of the Grant, which will allow this valuable community resource to continue.

Sincerely,

Curtis A. Hart

Curtis A. Hart
Police Commander
Sebring Police Department

THE RUTH E. HANDLEY Children's Advocacy Center OF HIGHLANDS COUNTY

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CHILDREN'S ADVOCACY CENTER
1968 Sebring Pkwy, Sebring, Florida 33870
P (863) 402-6845 F (863) 402-6869
www.highlandsfl.gov

January 29, 2021

To Whom it May Concern:

It is with great enthusiasm, on behalf of the Ruth E. Handley Children's Advocacy Center of Highlands County (CAC), that I support the Highlands County Sheriff's Office's (HCSO) application for VOCA funding. The CAC provides child victims and their families therapy and case management services, and we heavily rely on the HSCO Victim Advocates to ensure our victims receive the legal assistance they need. These additional services include, but are not limited to: assistance obtaining protective injunctions, assistance obtaining financial assistance for crime related costs, and accompaniment to court, hearings, and depositions.

The HCSO's Victim Advocates are an integral part of the mission of the CAC as the services provided fill a much needed gap in services to victims in Highlands County. Because of the diligence of the two victim advocates and their lieutenant, the clients at the CAC who need legal assistance receive it. These team members work closely with us, other co-located partners, and beyond to ensure that each victim has access to all necessary services so that they may heal and find justice.

Please accept this letter supporting the Highlands County Sheriff's Office grant application for the VOCA Victim Advocate services. As the Manager of the CAC, I know the need in our community for these services and can attest to this program's great ability to meet those needs.

Sincerely,

Sarah Beth Rogers

Sarah Beth Rogers
Manager
Ruth E. Handley Children's Advocacy Center
of Highlands County

OFFICE OF THE FLORIDA ATTORNEY GENERAL
VOCA 2021-2022
Organization: Highlands County Sheriff's Office
Grant No.: VOCA-2021-Highlands County Sheriff'-00785
VOCA Budget Request

Budget Summary By Category	Total VOCA Budget Request	Total VOCA Approved Budget
Personnel (10A)	$181,549.71	$177,349.00
Contractual Services (10B)	$0	
Equipment (10C)	$0	
Operating Expenses (10D)	$13,140.00	$13,140.00
Training Expenses (10E)	$1,300.00	$1,300.00
Total	$195,989.71	$191,789.00

Required Match Part 11 $48,997.43

Total paid staff for agency's victim services program (total number of full-time equivalent staff (FTE) for the current fiscal year): 2

Number of staff requested from VOCA, expressed in FTE's: 2.75
Number of staff requested as matching expenses, expressed in FTE's: 0.64
Total staff requested, expressed in FTE's: 3.3938

Child Abuse $7,129.79
(Include services for child physical abuse/neglect and child sexual assault/abuse)
Domestic and Family Violence $65,293.84
Adult Sexual Assault $3,752.52
Underserved $13,509.07
(includes DUI/DWI crashes, survivors of homicide victims, assault, adults molested as children, elder abuse, victims with disabilities, robbery, other violent crimes)

MATCH (financial support from other sources)

Value of in-kind match $0
Cash match $48,997.43
Total match $48,997.43

Match waiver No

FY 2021/2022

(GRANT PERIOD October 1, 2021 through September 30, 2022)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

GRANT NO: VOCA-2021-Highlands County Sheriff'-00785

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the state of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the ***HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS***, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the term of this Agreement, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the approved Grant Application of the Provider for the Grant Period as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2021, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2022. No costs incurred by the Provider prior to the effective date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider will register within 21 days from execution. The online registration can be completed at:

http://dms.myflorida.com/dms/purchasing/myfloridamarketplace

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com/. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as

contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of

performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $191,789.00.

"Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

"Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

ARTICLE 12. METHOD OF PAYMENT

Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter.

Except for the monthly invoices for December, March and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice and final performance reports are due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment.

Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of

the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG, or allow the records to be inspected or copied by the member of the public

making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

1. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

   A. Office of the Attorney General
   Bureau of Advocacy and Grants Management
   PL-01, The Capitol
   Tallahassee, Florida 32399-1050

2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. INDEMNIFICATION AND ASSUMPTION OF LIABLITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability,

national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2021. The training modules are available at http://ojp.gov/about/ocr/assistance.htm.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-2021-Highlands County Sheriff'-00785 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

In accordance with section 448.095 (2), Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.uscis.gov/e-verify/employers, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of the contract. The OAG may request documentation of compliance with this provision at any time during the Contract term. The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider's contract administrator will be provided at the time of execution.

The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the approved 2021-2022 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, have executed this agreement.

Randy Vosburg

Authorizing Official

Randy Vosburg

Print Name

Oct 1, 2021

Date

/s/ Richard H. Martin

OAG Authorizing Official

Richard H. Martin

Print Name

Oct 1, 2021

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

59-6000655

FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General

Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida	**Office of the Attorney General Victims of Crime Act Grant**	**2021-2022**

Subrecipient Name and Address HIGHLANDS COUNTY BOARD OF COUNTY COMMISSI 600 S. Commerce Ave. Sebring, Florida 33870-3809	OAG Grant Number VOCA-2021-Highlands County Sheriff'-00785	
Subrecipient DUNS Number 073234783	Project Period: From 10/1/2021 To 9/30/2022	
Subrecipient IRS/Vendor/FEIN Number 596000655	Budget Period: From 10/1/2021 To 9/30/2022	
Project Title OVC FY 19 VOCA Victim Assistance Formula OVC FY 20 VOCA Victim Assistance Formula	Award Date 09/28/2021 Federal Indirect Cost Rate or De Minimis Rate	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $191,789.00	Total Award $191,789.00

Special Conditions

The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.

Catalog of Domestic Federal Assistance (CFDA Number)

16.575 - Crime Victim Assistance

Summary Description of Project

This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.

Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2018-2019: From 10/1/2017 to 9/30/2022 (pending) 2019-2020: From 10/1/2018 to 9/30/2022
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018 2019-V2-GX-0047 - Awarded 09-13-2019	OVC Total Award to OAG $210,755,732 $143,823,948
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380
Signature, OAG Authorizing Official, Date /s/ Richard H. Martin Oct 1, 2021	Signature, Agency Executive Director, Date Randy Vosburg Oct 1, 2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-013 and Resolution to roll forward Project 20022 2020 COPS from FY 20/21 into FY 21/22.**

STATEMENT OF ISSUE

This budget amendment is necessary to roll forward Project 20022 2020 COPS funds from FY20/21 into FY21/22 for 2020 COPS Hiring Program (20022) to accomplish the grant/program goals for FY 21/22.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-013 and resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $23,321.03.

Attachments: 21-22-013 Sheriff Project 20022 COPS Rollover (BA).pdf
21-22-013R Sheriff Project 20022 COPS Rollover (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 9, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **11/9/2021** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101**

PROJECT(S) #: **20022** PROJECT TITLE(S): **2020 COPS Hiring Program** COST CENTER TITLE(S): **Sheriff-005**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	20022	68,953.00	23,321.03		92,274.03
E	005	3101	51001Z	Project Personal Services-Elected	20022	130,100.00	23,321.03		153,421.03
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To roll forward and setup project from FY20/21 into FY21/22 for COPS Hiring Program (20022) in accordance with FYE balances.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-013**

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 NUMBER 21-22-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to roll forward and setup project funds from FY20/21 into FY21/22 for 2020 COPS Hiring Program (20022) for a net increase of $23,321.03; and

WHEREAS, the funds must be appropriated to accomplish the grant/project fund purposes within the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-013 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2021-22\21-22-013R Sheriff Project 20022 COPS Rollover.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-008 to Roll Forward unspent SCAAP Projects into FY 21/22.**

STATEMENT OF ISSUE

This budget amendment is necessary to roll forward and setup project funds from FY20/21 into FY21/22 for SCAAP (14025, 15029, 16039, 18066 and 19031) to accomplish the grant/program goals for FY 21/22.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-008 and resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $134,730.00.

Attachments: 21-22-008 Sheriffs SCAAP Projects (BA).pdf
21-22-008R Sheriffs SCAAP Projects (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 2, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/2/2021** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3323**

PROJECT(S) #: **14025; 15029; 16039; 18066; 19031** PROJECT TITLE(S): **SCAAP 2014; SCAAP 2015; SCAAP 2016; SCAAP 2018; SCAAP 2019** COST CENTER TITLE(S): **Detention & Corrections**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	14025	0.00	18,898.00		18,898.00
E	005	3323	51001Z	Project Personal Services-Elected	14025	0.00	18,898.00		18,898.00
R	005		3999100Z	Project Fund Balance Forward	15029	0.00	34,172.00		34,172.00
E	005	3323	51001Z	Project Personal Services-Elected	15029	0.00	34,172.00		34,172.00
R	005		3999100Z	Project Fund Balance Forward	16039	0.00	20,080.00		20,080.00
E	005	3323	51001Z	Project Personal Services-Elected	16039	0.00	20,080.00		20,080.00

REASON: **To roll forward and setup projects from FY20/21 into FY21/22 for SCAAP (14025, 15029, 16039, 18066, 19031) in accordance with FYE balances.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **21-22-008**

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

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-008

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	18066	0.00	39,294.00		39,294.00
E	005	3323	51001Z	Project Personal Services-Elected	18066	0.00	39,294.00		39,294.00
R	005		3999100Z	Project Fund Balance Forward	19031	0.00	22,286.00		22,286.00
E	005	3323	51001Z	Project Personal Services-Elected	19031	0.00	22,286.00		22,286.00
									-
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Form Revised 08/05/2020

RESOLUTION NUMBER 21-22-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to roll forward and setup project funds from FY20/21 into FY21/22 for SCAAP Projects 14025, 15029, 16039, 18066 and 19031, for a combined total increase in the amount of $134,730.00; and

WHEREAS, the funds must be appropriated to accomplish the grant/project fund purposes within the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-008 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2021-22\21-22-008R Sheriffs SCAAP Projects.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Liz Barber, Legislative Affairs Grant Coordinator**

SUBJECT/TITLE: **Request authorization to submit an application to the Florida House of Representatives and Senate for an appropriation request for the Fire/EMS station in the Spring Lake Community and authorization for the Chair to execute the required letters of support.**

STATEMENT OF ISSUE

As mentioned at numerous previous meetings of the Highlands County BOCC, a Fire/EMS Station is needed in the Spring Lake area, to be located at the County's newly purchased property referred to as the "power plant" property. An appropriation request will be made to the Florida Legislature to fund the project in the amount of $3,000,000 to include project management, engineering and construction to a create a Fire/Emergency Medical Service (EMS) Station to provide services for an area in dire need, located in the State designated Rural Area of Opportunity (RAO). Within 5 miles of the proposed station, you can find the Spring Lake community (which includes 3,750+ residents/land owners), Sebring Regional Airport & Multimodal Logistics Center (1.8M sq. ft. of office/warehouse space), Sebring International Raceway, and surrounding agricultural properties.

RECOMMENDED ACTION

Move approval to submit an application to both the Florida House of Representatives and Senate for an appropriation request for the Fire/EMS station in the Spring Lake Community and authorization for the Chair to execute the required letters of support.

FISCAL IMPACT

No fiscal impact at this time.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2085, changing the Official Zoning Atlas for an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2).

The parcel is vacant of structures and covered with native vegetation.

The Applicant is proposing to utilize the property to construct a two-family dwelling (duplex) or two single-family dwellings. The R-1 zoning district allows for one single-family residence with a minimum lot area of 10,000 sq ft; a duplex is not an allowable use. Duplexes are allowed as principal uses and structures in the R-2 District with Medium Density Residential (RM) future land use designation. The property for the proposed zoning change already has an RM future land use designation and a total lot area of 16,004 sq. ft. overall.

The Planning and Zoning Commission recommended denial of P&Z Hearing No. 2085 as presented. The Planning and Zoning Staff do not concur with the Planning and Zoning Commission recommendation as the request is compliant with the Highlands County 2030 Comprehensive Plan and the minimum requirements established in the R-2 District.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z 2085, changing the Official Zoning Atlas for an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2085 - Altissimo.pdf
Application P&Z 2085 - Altissimo
Resolution P&Z 2085 - Altissimo.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 11/16/2021
Case Number: P&Z 2085	**Case Name:** Altissimo Realty
Agent: Claudio Leiva	**Property Owners:** Altissimo Realty LLC
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2)

General Location: An approximate 0.37-acre parcel located approximately 2.26 miles south of Hammock Rd., 3.95 miles west of US 27, and 1.71 miles north of State Road 66, on the west side of Lakewood Rd. and north side of Stream Ave.; the address being 5633 Lakewood Rd., Sebring, Florida

PARCEL ID: C-24-35-28-060-0010-0290

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2085, changing the Official Zoning Atlas for an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2085, changing the Official Zoning Atlas for an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the October 12, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "A. HEARING NUMBER P&Z 2085 – ALTISSIMO REALTY C/O CLAUDIO LEIVA** An approximate 0.37-acre parcel located approximately 2.26 miles south of Hammock Rd., 3.95 miles west of US 27, and 1.71 miles north of State Road 66, on the west side of Lakewood Rd. and north side of Stream Ave.; the address being 5633 Lakewood Rd., Sebring; and legally described as follows: Lot 29, Block 1, Orange Blossom Estates, Unit 6,

according to the Plat thereof as recorded in Plat Book 6, Page 35 of the Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Residential District (R-1) to Two-Family Dwelling District (R-2). Mr. Roberts read the request and Ms. Vazquez and Mr. Leiva presented the request. There no letters received in support of the request, and five (5) letters received in objection. There were six (6) members of the audience who spoke against the request; their concerns included increased noise and traffic, drainage issues, road maintenance, property values, and the effects of this change encouraging others to apply for similar requests in a predominately single-family area.

Motion by Mr. Ingler and seconded by Mr. Reed to recommend to the Board of County Commissioners to not approve and adopt by Resolution, P&Z 2085, changing the Official Zoning Atlas for an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. Motion to deny carried 6-0".

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 0.37-acre parcel, from R-1 to R-2.

The parcel is vacant of structures and covered with native vegetation.

The Applicant is proposing to utilize the property to construct a two-family dwelling (duplex) or two single-family dwellings. The R-1 zoning district allows for one single-family residence with a minimum lot area of 10,000 sq ft; a duplex is not an allowable use. Duplexes are allowed as principal uses and structures in the R-2 District with Medium Density Residential (RM) future land use designation. The property for the proposed zoning change already has an RM future land use designation and a total lot area of 16,004 sq. ft. overall.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	RM	R-1
Adjacent Property to the North	SFR (under construction)	RM	R-1

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Vacant/ Multi-Family Residence	RM	R-1/ Multiple-Family Dwelling including Motel and Hotel District (R-3)
Adjacent Property to the East	Vacant	RM	R-1
Adjacent Property to the West	Vacant	RM	R-1

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.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.211: Residential District (R-1) and Section 12.05.212: Two-Family Dwelling District (R-2).

4. Department Analysis and Comments of Petitioner's Proposal:

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

Engineering Department: No objection.

Natural Resources: The natural resources layer says this area is cutthroat however I see quite a few buildings in the area, and they were also listed as being in cutthroat. Natural Resources has no comment on this zoning change request.

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

Florida Department of Health: No objection - Duplex would be on a septic system. They would see our office for the permit. Daily estimated sewage flow can't exceed the authorized daily sewage flow.

4.B. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 125 and 130 feet.
2. **Soils:** The soil underlying the site is *Basinger, St Johns and Placid Soils.* These soils are nearly level, poorly drained or very poorly drained, and sandy. The map unit consists of mostly 40% Basinger soil, 20% St. John soils, 15% Placid soils, and 25% of minor soil. Water control systems, drainage outlets, and suitable topsoil are needed to overgrown limitations for construction due to wetness.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site is covered by native vegetation.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** Residential zoning districts within the Orange Blossom Estates Subdivision are vested (Vesting Authority R-94-23-1) against the use, density, and intensity limitations on platted lands located in areas with an Agriculture Future Land Use. The vesting order does not specifically apply to this property as the future land use designation and the zoning are consistent.
3. **Current Zoning Designation:** The site has a zoning designation of R-1.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-2.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit. The parcel currently carries a potential population yield of 2.26 persons: 1 dwelling unit x 2.26 persons per dwelling unit = 2.26 persons.
6. **Proposed Population Yield:** The proposed zoning will allow a maximum of 2 dwelling units. The parcel will carry a potential population yield of 4.52 persons: 2 dwelling units x 2.26 persons per dwelling unit = 4.52 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a duplex.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Cutthroat Seep 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 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 **12055C0228C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within an 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.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an on-site wastewater septic tank system that will be 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 Lakewood Road and Stream Avenue. The Applicant will be required to obtain a residential driveway permit from the Engineering Department.
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.

5.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

5.F. Schools: The permitted residential uses are existing; school concurrency **is not** required.

5.G. Airports: The subject property is located approximately 10.6 miles southeast of the Avon Park Executive Airport and 7.6 miles west of the Sebring Regional Airport.

6. Mandatory Findings of Fact:

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

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

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

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2085, changing the Official Zoning Atlas for an approximate 0.37-acre parcel, from Residential District (R-1) to Two-Family Dwelling District (R-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Site Photographs

Exhibit 1:

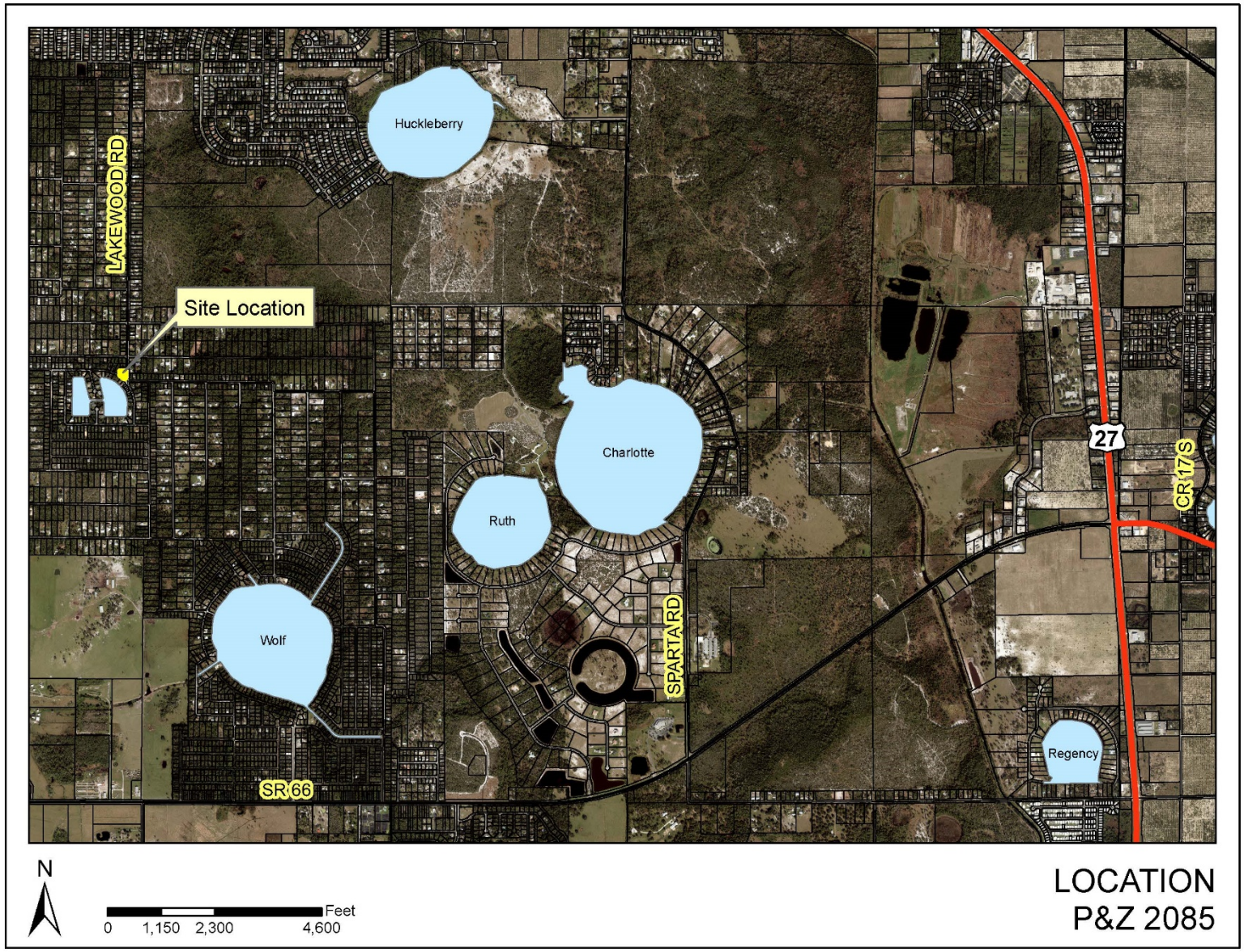

Huckleberry
LAKEWOOD RD
Site Location
Charlotte
Ruth
27
CR 17 S
Wolf
SPARTA RD
Regency
SR 66
N
Feet
0
1,150
2,300
4,600
LOCATION
P&Z 2085

Exhibit 2:

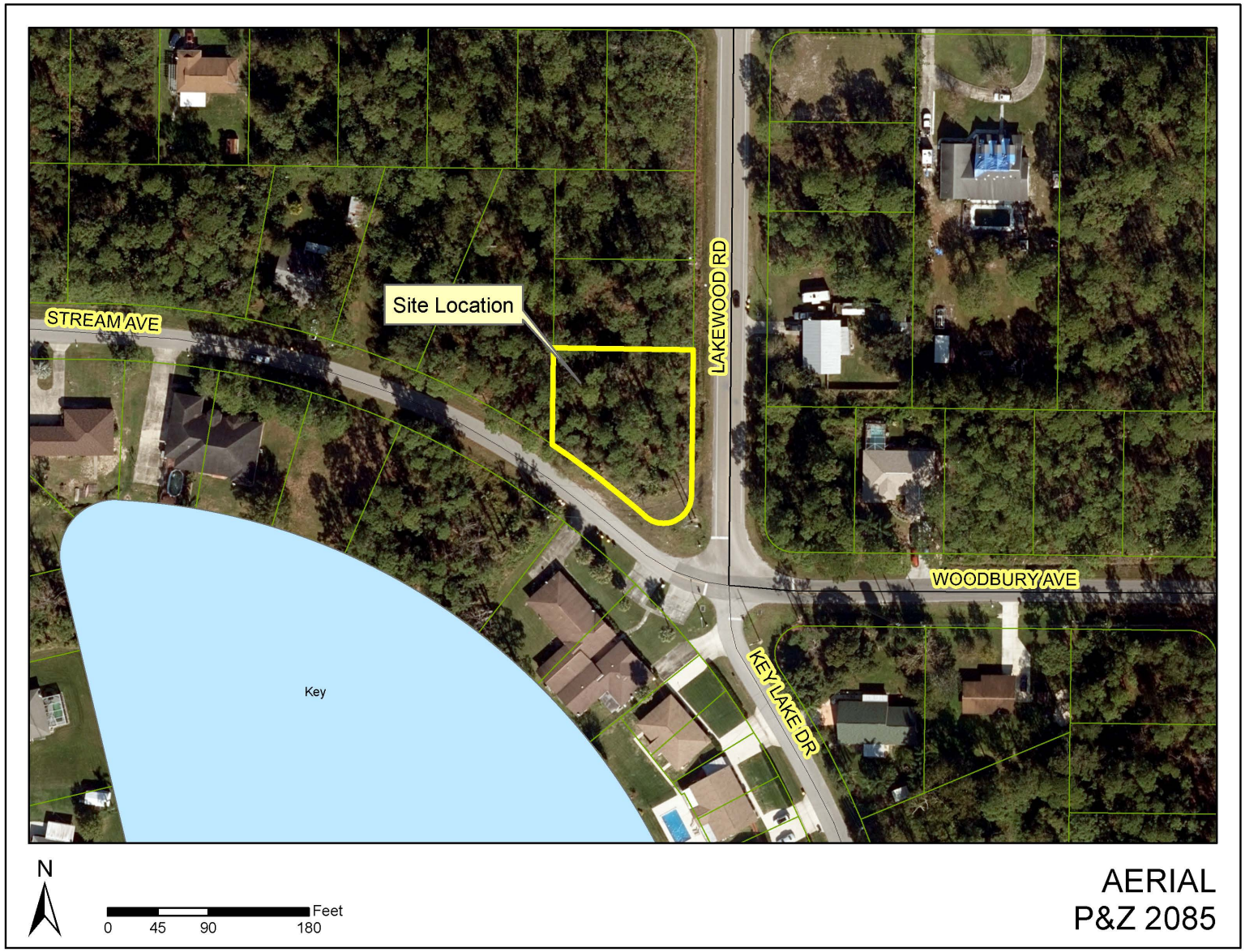

Site Location
STREAM AVE
LAKEWOOD RD
WOODBURY AVE
KEY LAKE DR
Key
N
0 45 90 180
Feet
AERIAL
P&Z 2085

Exhibit 3:


RM
STREAM AVE
Site Location
LAKEWOOD RD
WOODBURY AVE
KEY LAKE DR
Key
N
0 45 90 180
Feet
FUTURE LAND USE
P&Z 2085

Exhibit 4:

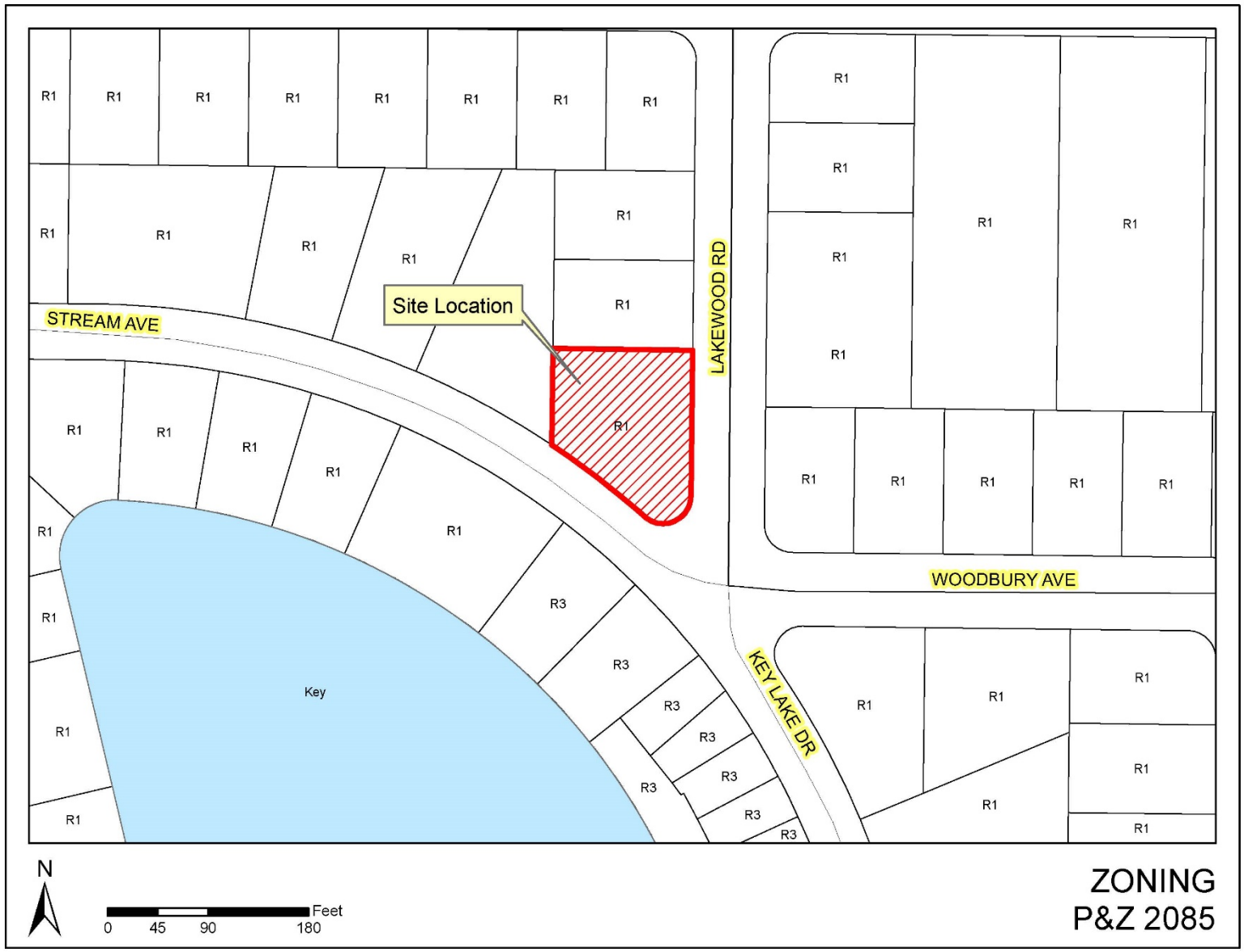

R1
R3
Site Location
STREAM AVE
LAKEWOOD RD
WOODBURY AVE
KEY LAKE DR
Key
N
0 45 90 180 Feet
ZONING
P&Z 2085

Exhibit 5:

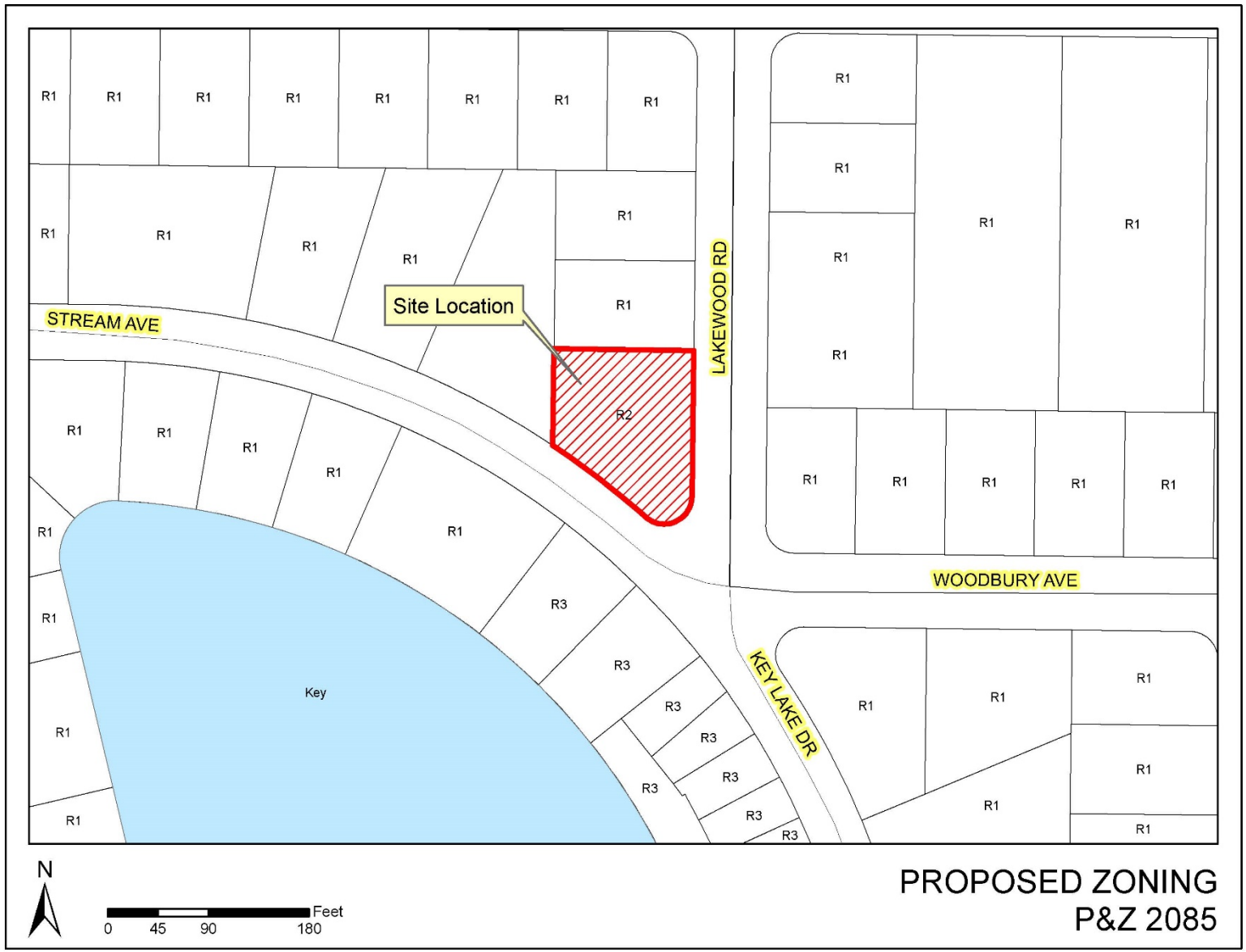

R1
R2
R3
Site Location
STREAM AVE
LAKEWOOD RD
WOODBURY AVE
KEY LAKE DR
Key
N
Feet
0 45 90 180
PROPOSED ZONING
P&Z 2085

Exhibit 6:





Highlands County, Florida
Zoning Change Application

Zoning change from: R1
Zoning change to: R2

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

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2085 Date of Application: 8/16/2021
Amount of Fee: $ 1,950.00 Receipt No.: 21080002/4500001247 Tax Map No.: 50-B
Hearing Dates: LP: _____ P&Z: 10/2/2021 BCC: 11/16/2021

****

This application has been reviewed for completeness and determined sufficient:

Rachel B
Zoning Supervisor

8/17/2021
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: CLAUDIO LEIVA / ALTISSIMO REALTY LLC
   Mailing Address: 1817 MARIGOLD AVE
   Telephone No.: 3055277435 **E-Mail Address:** ALTISSIMOREALTY@GMAIL.COM

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: CLAUDIO LEIVA
   Mailing Address: 1817 MARIGOLD AVE
   Telephone No.: 3055277435 **E-Mail Address:** CLEIVA12@HOTMAIL.COM

NOTARIZED AUTHORIZATION:

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

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range ORANGE BLOSSOM EST UNIT 6 PB-6-PG35 LOT 24 BLK 1

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-24-35-28-060-0010-0240 **STRAP #:**C-____-____-____-____-____-____-____
   STRAP #:C-____-____-____-____-____-____-____ **STRAP #:**C-____-____-____-____-____-____-____

5. **Street Address(es) of Property Covered by the Application:**
   5633 LAKEWOOD RD SEBRING, FL 33875

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** R1 **Existing Land Use Classification:** RM
Are the Zoning and Comprehensive Plan Consistent? ☒Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 122 feet, (depth) 125 feet, street frontage 122 feet, water frontage _____ feet, **Total acres** .35 ACRES (0.37)
If different from the total acreage, the upland, or developable portion is _____ +/- acres

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

If multiple units, the number of dwellings per building/number of buildings: 2

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 **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: V-91-002

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. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	VACANT	RM	R1
South	DUPLEX	RM	R3
East	VACANT/SFR	RM	R1
West	VACANT	RM	R1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** BUILD DUPLEX

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 2

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

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

****

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

16. **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 HIGHLANDS SEWER + WATER system.

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

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

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

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

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

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

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

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

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

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

18. **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 CL **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.

19. **Solid Waste Disposal:** The proposed development will be served by the COUNTY CONTRACTOR 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.

20. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

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

21. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ☒No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

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

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

24. **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.

25. **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).

26. **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.

27. **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.)

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

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

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

END OF APPLICATION

ATTACHMENTS:

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

JOHN SHOOP, MAYOR

COUNCIL:
CHARLIE LOWARNCE, PRESIDENT
TOM DETTMAN, PRO-TEMPORE
LENARD CARLISLE
MARK STEWART

SEBRING
CITY ON THE CIRCLE

321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

August 16, 2021

Reference: 5633 Lakewood Rd
C-24-35-28-060-0010-0290

Mr. Leiva,

Per your request, this letter will serve as official notification from the City of Sebring confirming adequate water service availability for the above referenced location.

Please let me know if you have any questions or if I may be of any further assistance.

Sincerely,

Cathy Retterer
Administrative Assistant
City of Sebring
Utilities Department

RESOLUTION NO. 21-22-15

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-24-35-28-060-0010-0290; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-24-35-28-060-0010-0290 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic objectives; and

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

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

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

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

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

NOW, **THEREFORE BE IT RESOLVED**, by the Board, after public hearing and

comment that:

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

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

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-24-35-28-060-0010-0290 and more particularly described as:

> Lot 29, Block 1, Orange Blossom Estates, Unit 6, according to the Plat thereof as recorded in Plat Book 6, Page 35 of the Public Records of Highlands County, Florida.

is hereby changed from Residential District (R-1) to Two-Family Dwelling District (R-2).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Two-Family Dwelling District (R-2).

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

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2085, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 16th day of November 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
,Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2086, changing the Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2).

The parcel is vacant of structures and partially cleared of native vegetation.

The Applicant is proposing to develop the two parcels as part of the mobile home park that is under construction on the abutting parcels to the west. The proposed M-2 zoning district will be consistent with the existing future land use designation of Medium Density Residential (RM).

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2086 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z 2086, changing the Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2086 - Crutchfield, Craig & Waite.pdf
Application P&Z 2086 - Crutchfield, Craig & Waite
Resolution P&Z 2086 - Crutchfield, Craig & Waite

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 11/16/2021
Case Number: P&Z 2086	**Case Name:** Crutchfield Groves Inc.
Agent: Rick Whidden	**Property Owners:** Crutchfield Groves Inc., Brandon S. Craig, and Daniel C. Waite
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2)

General Location: Two parcels totaling approximately 29.45-acres located approximately 0.67 miles east of S Highlands Ave./Sebring Parkway and 0.49 miles west of Kenilworth Blvd., on the southwest corner of the intersection of Youth Care Ln. and Desoto City Rd.; the addresses being 4325 and 4755 Youth Care Ln., Sebring, Florida

PARCEL ID: C-33-34-29-080-0000-0330
C-33-34-29-080-0000-0370

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2086, changing the Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2086, changing the Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the October 12, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "B. HEARING NUMBER P&Z 2086 – CRUTCHFIELD GROVES, INC., BRANDON CRAIG AND DANIEL WAITE, C/O RICK WHIDDEN** Two parcels totaling approximately 29.45-acres located approximately 0.67 miles east of S Highlands Ave./Sebring Parkway and 0.49

miles west of Kenilworth Blvd., on the southwest corner of the intersection of Youth Care Ln. and Desoto City Rd.; the addresses being 4325 and 4755 Youth Care Ln., Sebring; and legally described as follows: Farm 37, Lakeview Park Tract, in Section 33, Township 34 South, Range 29 East, according to the Plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11 of the Public Records of Highlands County, Florida, and Farm or Tracts 33 and 34, in Section 33, Township 34 South, Range 29 East, Lake View Park Tract, according to the Plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, of the Public Records of Highlands County, Florida.

The applicant is requesting a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2). Mr. Roberts read the request, and Ms. Vazquez and Mr. Whidden presented the request. There were no letters received; 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 approve and adopt by Resolution, P&Z 2086, changing the Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2), 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 Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from AU to M-2.

The parcel is vacant of structures and partially cleared of native vegetation.

The proposed M-2 zoning district will be consistent with the existing future land use designation of Medium Density Residential (RM).

The Applicant is proposing to develop the two parcels as part of the mobile home park that is under construction on the abutting parcels to the west.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Groves/Orchards	RM	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the North	Single-Family Residences/ Church	City of Sebring Medium Density Residential (S RM)	City of Sebring Residential District (S R-1)/ City of Sebring Two-Family District (S R-2)
Adjacent Property to the South	Single-Family Residences/ Mobile Home Park	RM/ High Density Residential (RH)	R-1/ M-2
Adjacent Property to the East	Groves/ Single-Family Residences	AG/ RM	AU/ R-1
Adjacent Property to the West	Groves/ Proposed Mobile Home Park	RM	M-2

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

4. Department Analysis and Comments of Petitioner's Proposal:

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

Engineering Department: Approved with the following condition: Prior to any submittals to the Engineering Department, a Pre-Application Meeting must be held to discuss the commercial site plan requirements.

Natural Resources: The majority of this property was formerly citrus grove, so we have no comment on that portion however roughly 3.6 acres is currently xeric upland and was not converted to citrus. If plans include clearing this area, we recommend an Environmental Clearance Report as there may be gopher tortoise, sand skink and blue-tailed mole skink present on the property. Scrub Jays seem unlikely in this area because it's so small and overgrown.

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

Florida Department of Health: No objection - They would see our office for an Annual Operating Permit for a new Mobile Home Park.

4.B. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 115 and 125 feet.
   Soils: The soils underlying the site are:
   Astatula sand, 0 to 8 percentage slopes; the available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.
   Astatula Urban Land Complex, 0 to 8 percentage slopes; The available water capacity is very low, with a very rapid permeability. These soils are nearly level to moderately sloping, and excessively drained and only have slight limitations for urban uses.
2. **Surface Waters:** The subject parcel has no surface water areas.
3. **Vegetative Cover:** The site is covered by native vegetation and orange groves.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is orange groves.
2. **Vested Rights:** The two parcels are not within a vested subdivision, nor do they have a vesting order.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2.
5. **Current Population Yield:** The current zoning allows up to one (1) dwelling unit per five (5) acres. The current zoning carries a potential population yield of 13 persons: 29.45 acres/5 acres = 5.89 dwelling units x 2.3 persons = 13.55 persons.
6. **Proposed Population Yield:** The proposed zoning allows up to eight (8) dwelling units per acre. The proposed zoning carries a potential population yield of 541 persons: 29.45 acres x 8 = 235.60 dwelling units x 2.3 persons = 541.88 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing a Mobile Home Park development that will be consistent with the existing Mobile Home Parks in the area.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that a portion of the property contains Xeric Upland 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 has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater treatment system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Youth Care Lane and Desoto City Road. There may be right of way improvements required at time of development.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** Pursuant to Section 12.05.222.P.10 of the Highlands County LDRs, a recreation area shall be provided equivalent to 100 square feet of area for each mobile home site. Additionally, pursuant to Section 12.08.120 of the Highlands County LDRs, a recreation/disaster shelter building shall be provided to include a minimum of 15 square feet per lot, rental space, or campsite.
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.

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

5.F. Schools: Pursuant to Section 12.13.151.A. of the Highlands County LDRs, public school concurrency **is** required at the time of development.

5.G. Airports: The subject property is located approximately 9.85 miles southeast of the Avon Park Executive Airport and 4.0 miles northwest of the Sebring Regional Airport.

6. Mandatory Findings of Fact:

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

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

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

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2086, changing the Official Zoning Atlas for two parcels totaling an approximate 29.45-acres, from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Site Photographs

Exhibit 1:

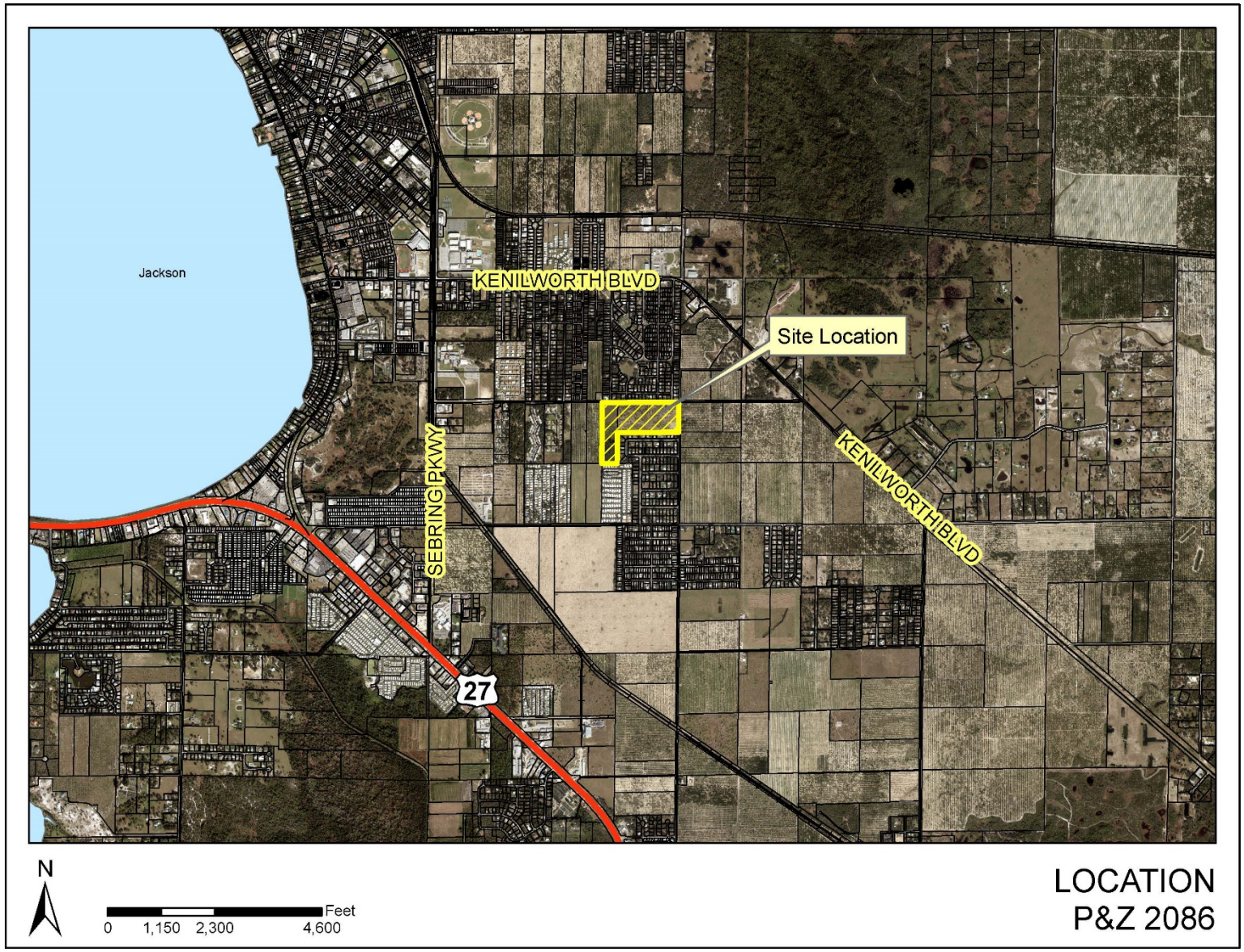

Jackson
KENILWORTH BLVD
Site Location
SEBRING PKWY
KENILWORTH BLVD
27
N
0 1,150 2,300 4,600
Feet
LOCATION
P&Z 2086

Exhibit 2:


YOUTH CARE LN
PETERS RD
Site Location
DESOTO CITY RD
N
0
125
250
500
Feet
AERIAL
P&Z 2086

Exhibit 3:

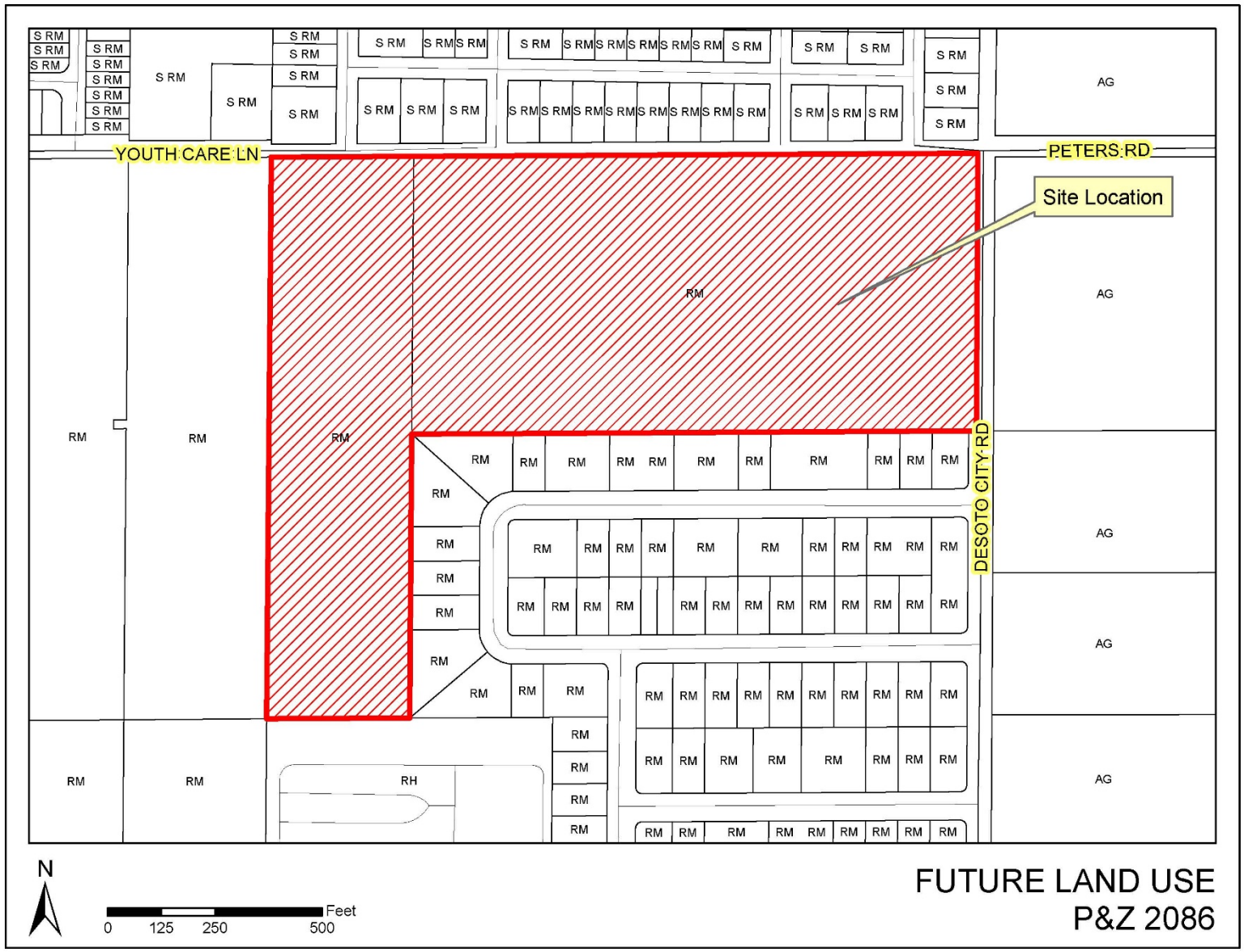

YOUTH CARE LN
PETERS RD
DESOTO CITY RD
Site Location
S RM
RM
RH
AG
N
Feet
0
125
250
500
FUTURE LAND USE
P&Z 2086

Exhibit 4:

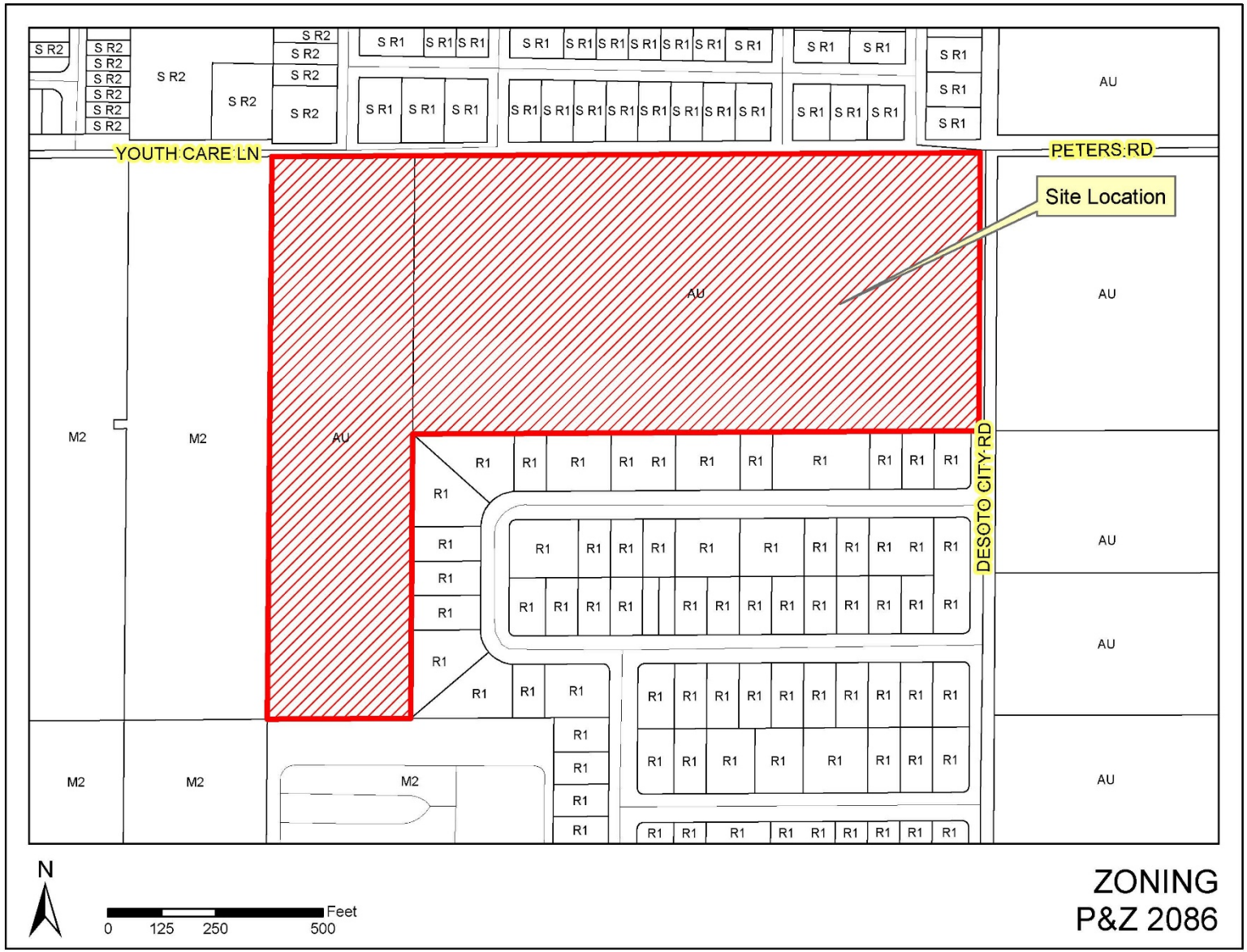

YOUTH CARE LN
PETERS RD
Site Location
DESOTO CITY RD
AU
M2
S R1
S R2
R1
N
0 125 250 500 Feet
ZONING
P&Z 2086

Exhibit 5:

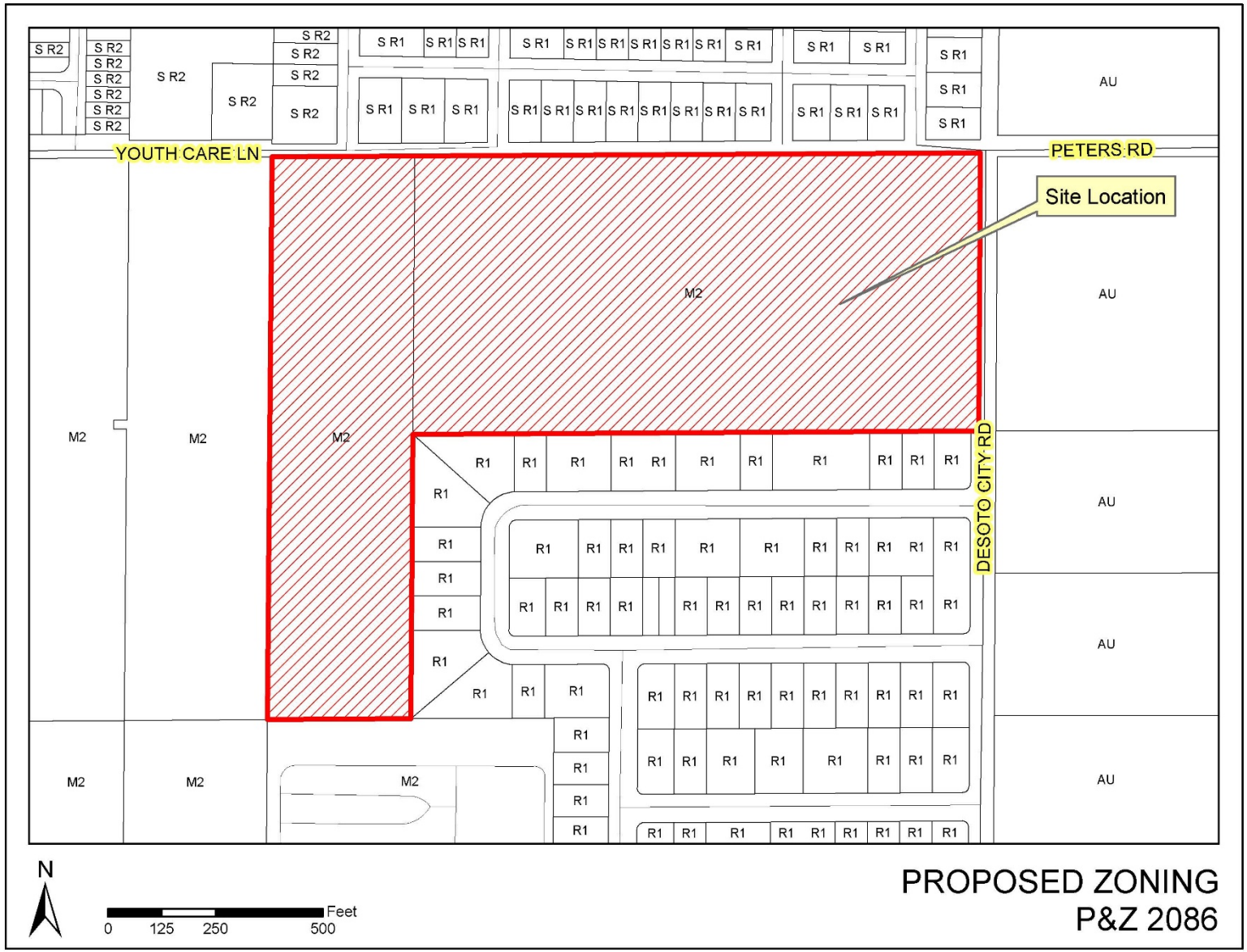

YOUTH CARE LN
PETERS RD
DESOTO CITY RD
Site Location
M2
AU
S R1
S R2
R1
N
Feet
0
125
250
500
PROPOSED ZONING
P&Z 2086

Exhibit 5:





Highlands County, Florida
Zoning Change Application

Zoning change from: AU
Zoning change to: M-2

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

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2086 **Date of Application:** 8/18/2021
Amount of Fee: $ 1,950.00 **Receipt No.:** 21080003/45000001249 **Tax Map No.:** 90-C
Hearing Dates: LP: _____ **P&Z:** 10/12/2021 **BCC:** 11/16/2021

****

This application has been reviewed for completeness and determined sufficient:

Rachel Bry — 8/18/2021
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: CRUTCHFIELD GROVES INC - BRANDON S. CRAIG - DANIEL C. WAITE
   Mailing Address: SEE ATTACHED
   Telephone No.: SEE ATTACHED **E-Mail Address:** SEE ATTACHED

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: RICK WHIDDEN
   Mailing Address: 4108 MULLIGAN CT. W. SEBRING, FLA. 33872
   Telephone No.: 863-381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@GMAIL.com

NOTARIZED AUTHORIZATION:

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

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

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-33-34-29-080-0000-0330 **STRAP #:**C-_____
   STRAP #:C-33-34-29-080-0000-0370 **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:**
   4325 & 4755 YOUTH CARE LANE SEBRING, FLA. 33870

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: AU **Existing Land Use Classification**: RM
Are the Zoning and Comprehensive Plan Consistent? ☐Consistent ☑Not Consistent

7. **Existing Property Information:** Size of Property (width) 1,350 +/- feet, (depth) 1,308 +/- feet, street frontage 2,300 +/- feet, water frontage 0 feet, **Total acres** 29.46 +/-
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

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

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

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

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

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

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

	Existing Uses	FLUM Designations	Zoning Districts
North	SINGLE FAMILY	CITY RM	CITY R-1 & R-2
South	S.F. & M.H. PARK	RM & RH	M-2 & R-1
East	S.F. & CITRUS GROVE	RM & AG	AU & R-1
West	M.H. PARK	RM	M-2

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** _____
PROPOSED USE IS CONSISTENT WITH EXISTING USES

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
MAXIMUM OF 235 DWELLING UNITS

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

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

****

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

16. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑Yes ☐No
If Yes, the potable water system requirements will be accommodated by the CITY OF SEBRING water system.

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

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

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

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system.

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

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

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

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

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

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

18. **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.

19. **Solid Waste Disposal:** The proposed development will be served by the WASTE CONNECTIONS refuse collection company.

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

20. **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: CLUBHOUSE, ETC

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

21. **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:

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

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

24. **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.

25. **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).

26. **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.

27. **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.)

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

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

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

END OF APPLICATION

ATTACHMENTS:

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

JOHN SHOOP MAYOR

COUNCIL:
CHARLIE LOWRANCE, PRESIDENT
TOM DETTMAN, PRO-TEMPORE
ROLAND BISHOP
LENARD CARLISLE
MARK STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

August 18, 2021

Mr. Rick Whidden
4108 Mulligan Court West
Sebring, FL 33872-3876

Re: 4755 Youth Care Lane (C-33-34-29-080-0000-0330) and 4325 Youth Care Lane (C-33-34-29-080-0000-0370) Water & Wastewater capacity request for proposed Mobile Home Park.

Dear Mr. Whidden,

This letter is to confirm the City of Sebring has capacity to provide potable water and sanitary sewer to the above referenced locations. Listed below are the water and wastewater capacities that may be requested as part of the County's rezoning process.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,191,000 GPD
Excess capacity: 2,620,000 GPD
This development demand: 82,488 GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 887,000 GPD
Excess capacity: 1,113,000 GPD
This development demand: 82,488 GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

RESOLUTION NO. 21-22-16

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 IDs# C-33-34-29-080-0000-0330 AND C-33-34-29-080-0000-0370; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-33-34-29-080-0000-0330 and Parcel ID# C-33-34-29-080-0000-0370 (collectively referred to as Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic objectives; and

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

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

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

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

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

NOW, **THEREFORE BE IT RESOLVED**, by the Board, 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-33-34-29-080-0000-0330 and Parcel ID# C-33-34-29-080-0000-0370 and more particularly and collectively described as:

> Farm 37, Lakeview Park Tract, in Section 33, Township 34 South, Range 29 East, according to the Plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.
> And,
> Farm or Tracts 33 and 34, in Section 33, Township 34 South, Range 29 East, Lake View Park Tract, according to the Plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, of the Public Records of Highlands County, Florida.

is hereby changed from Agricultural District (AU) to Mobile Home Parks District (M-2).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Parks District (M-2).

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

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2086, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 16th day of November 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 11/16/2021

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

SUBJECT/TITLE: **Request to Vacate Easement - 4317 & 4309 Mendavia Drive, Sebring, FL 33872**

STATEMENT OF ISSUE

Attached is a resolution to consider vacating the following:

A portion of Lots 50 and 51, Block 744 of "Sun 'N Lake Estates of Sebring, Unit 15-R1" as per the plat recorded in Plat Book 15, Page 64 of the Public Records of Highlands County, Florida, being more particularly described as follows:

The Easterly 7.5 feet of said Lot 50, Block 744, Less and Except the Southerly 10 feet thereof and the Westerly 7.5 feet of Said Lot 51, Block 744, Less and Except the Southerly 10 feet thereof. Parcel Identification Numbers: C-04-34-28-151-7440-0500 and C-04-34-28-151-7440-0510.

All utility companies, as well as the pertinent County departments, have been notified and have no objections. Darren and Arlene Anholt have filed a petition to vacate that portion of the platted drainage and utility easement on Lot 50, Block 744, Less and Except the Southerly 10 feet thereof and the Westerly 7.5 feet of Said Lot 51, Block 744, Less and Except the Southerly 10 feet thereof, as recorded in Plat Book 15, Page 64, of the Public Records of Highlands County, Florida.

The applicant's reason for vacating this portion of the easement is due to the applicant's desire to construct a new home and the existing easement runs down the middle of the proposed two lots to be used for construction.

RECOMMENDED ACTION

Move to approve the attached resolution to vacate a portion of the existing drainage and utility easement as described in the resolution effectively closing, vacating, abandoning, and discontinuing all rights of the county and the public and to the easement and any lands in connection therewith.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Mendavia Drive VOE Action VOE Packet.pdf

RESOLUTION NO.: 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF A DESCRIBED PLATTED EASEMENT ON THE PLAT FOR SUN 'N LAKES ESTATES OF SEBRING; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF RIGHT OF WAY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of Rick Whidden, Zoning Consultant, requesting that Highlands County vacate an easement as described herein, which encumbers certain property owned by Darren and Arlene Anholt, and renounce and disclaim the rights of the County and of the public in and to said easement and the lands so described on the plat for Sun 'N Lake Estates of Sebring, Unit 15-R1, recorded in Plat Book 15, Page 44 of the official records of Highlands County, Florida, was presented to the County Engineer; and

WHEREAS, thereafter on October 29, 2021, and November 5, 2021, Rick Whidden, Zoning Consultant, published a notice of its intention to petition the County to vacate the easement described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on November 16, 2021, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the easement described herein will not adversely affect the public.

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

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

SECTION 2. Vacation of Easement. That Easement as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the Easement and the lands so described are hereby renounced and forever disclaimed:

A PORTION OF LOTS 50 AND 51, BLOCK 744 OF "SUN 'N LAKE ESTATES OF SEBRING, UNIT 15-R1" AS PER THE PLAT RECORDED IN PLAT BOOK 15, PAGE 64 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 7.5 FEET OF SAID LOT 50, BLOCK 744, LESS AND EXCEPT THE SOUTHERLY 10 FEET THEREOF AND THE WESTERLY 7.5 FEET OF SAID LOT 51, BLOCK 744, LESS AND EXCEPT THE SOUTHERLY 10 FEET THEREOF. PARCEL IDENTIFICATION NUMBERS: C-04-34-28-151-7440-0500 AND C-04-34-28-151-7440-0510.

SITE ADDRESS: 4317 & 4309 Mendavia Drive, Sebring, FL 33872

SECTION 3. Implementing 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 vacation of the Easement described herein, 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 16th day of November, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

PETITION

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

FROM: DARREN ANHOLT AND ARLENE ANHOLT

PO BOX 1, SITE 515, RR#5,

SASKATOON, SASKATCHEWAN S7K3J8, CANADA

TEL. NO. 306-491-8487

DATE: SEPTEMBER 09, 2021

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

A PORTION OF LOTS 50 AND 51, BLOCK 744 OF "SUN 'N LAKE ESTATES OF SEBRING, UNIT 15-R1" AS PER THE PLAT RECORDED IN PLAT BOOK 15, PAGE 64 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 7.5 FEET OF SAID LOT 50, BLOCK 744, LESS AND EXCEPT THE SOUTHERLY 10 FEET THEREOF AND THE WESTERLY 7.5 FEET OF SAID LOT 51, BLOCK 744, LESS AND EXCEPT THE SOUTHERLY 10 FEET THEREOF.

SITE ADDRESS: 4317 & 4309 MENDAVIA DRIVE, SEBRING, FL 33872

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.

_____ and _____

Signature of Petitioners
Attachment: (MAP)

Highlands County Engineering Department

REFERENCE MAP

VACATION OF A PORTION OF LOTS 50 AND 51, BLOCK 744 OF "SUN 'N LAKE ESTATES OF SEBRING" AS PER THE PLAT RECORDED IN PLAT BOOK 15, PAGE 64 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EASTERLY 7.5 FEET OF SAID LOT 50, BLOCK 744, LESS AND EXCEPT THE SOUTHERLY 10 FEET THEREOF AND THE WESTERLY 7.5 FEET OF SAID LOT 51, BLOCK 744, LESS AND EXCEPT THE SOUTHERLY 10 FEET THEREOF.

For Reference Only - Not A Boundary Survey

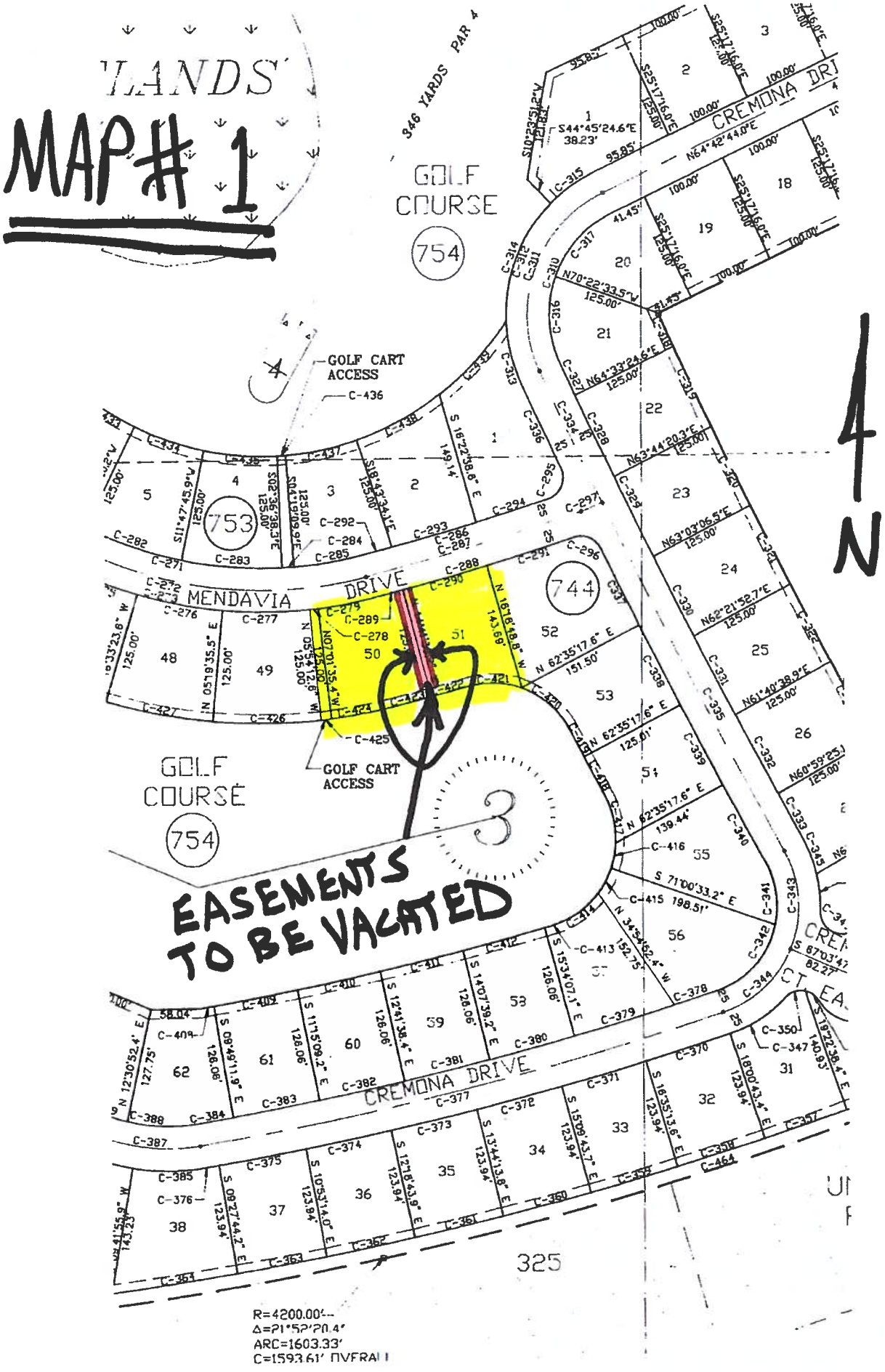
Map Created: 8/18/2021

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

1 inch = 60 feet



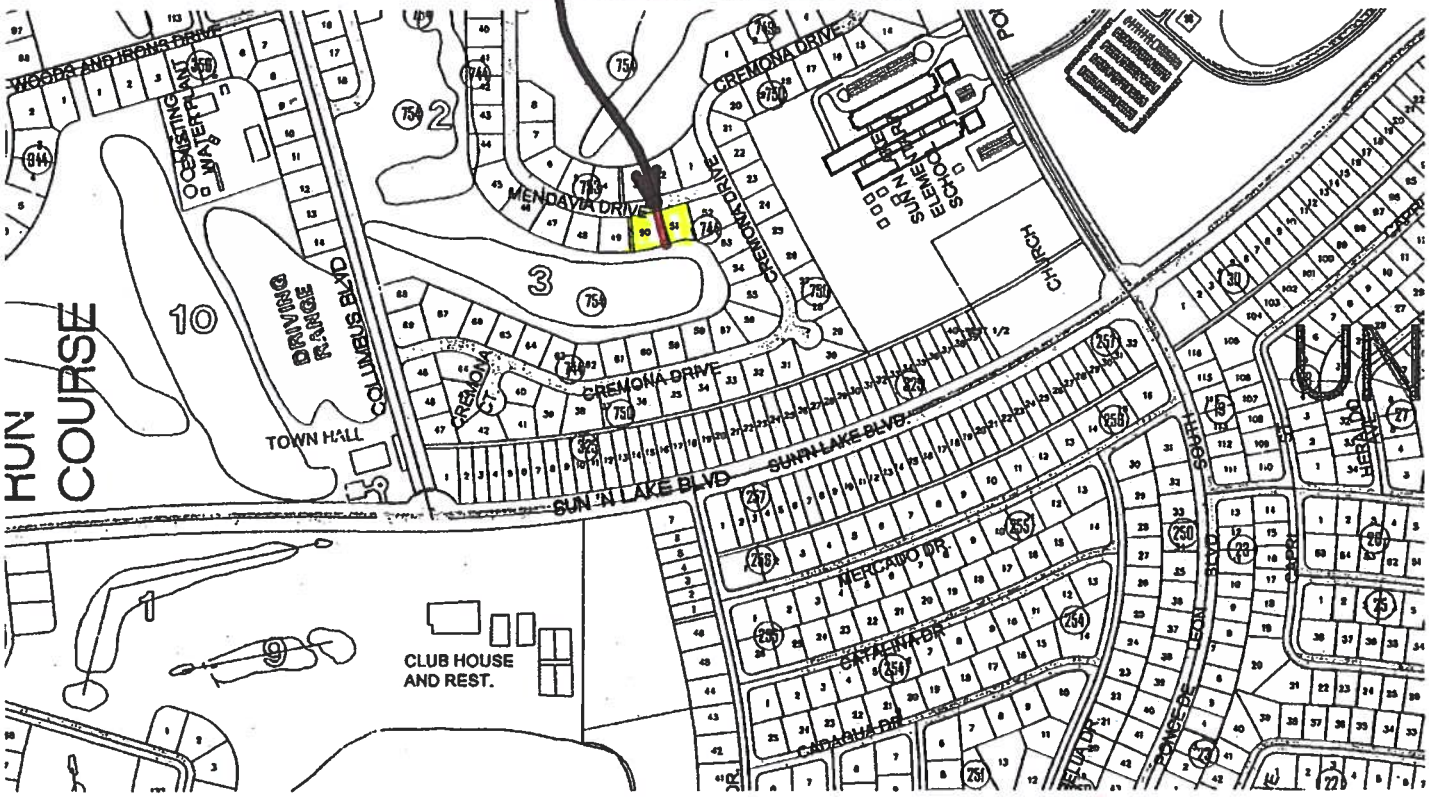
G:\Vacate Easements\2021\4309, 4317 MENDAVIA DR. - ANHOLT\Maps\4317 Mendavia Dr Easement Vacation.mxd Date Saved: 8/18/2021 bdorey


LANDS'
MAP # 1
346 YARDS PAR 4
GOLF COURSE
754
CREMONA DR
GOLF CART ACCESS
C-436
753
744
MENDAVIA DRIVE
GOLF CART ACCESS
GOLF COURSE
754
EASEMENTS TO BE VACATED
CREMONA DRIVE
325
N
R=4200.00'
Δ=21°52'20.4"
ARC=1603.33'
C=1593.61' OVERALL

MAP #2

N

EASEMENTS TO BE VACATED



Plat Bk 15 Page 64 Sheet 1 of 4

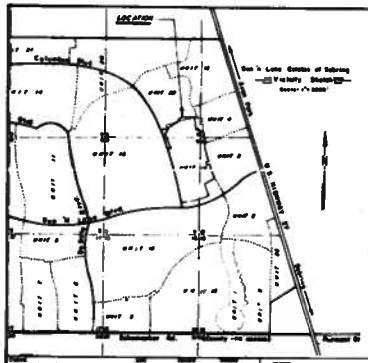
PLAT BOOK 15, PAGE 64

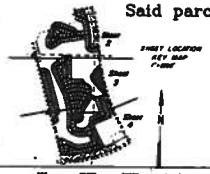
UNIT 15 R1

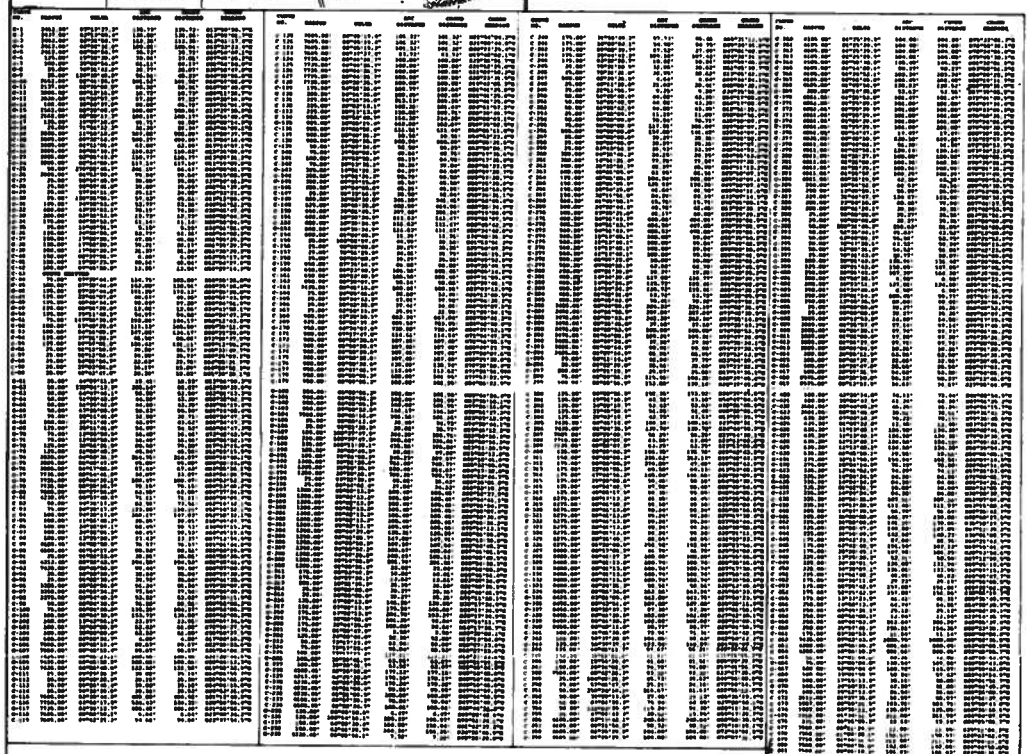
A 1989 REPLAT OF UNIT 15, AS RECORDED IN PLAT BOOK 15, PAGE 40

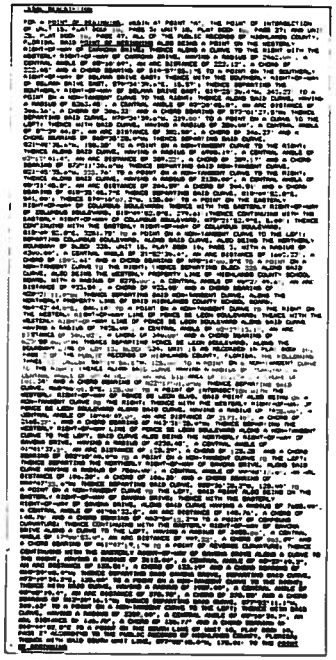
SUN 'N LAKE ESTATES OF SEBRING

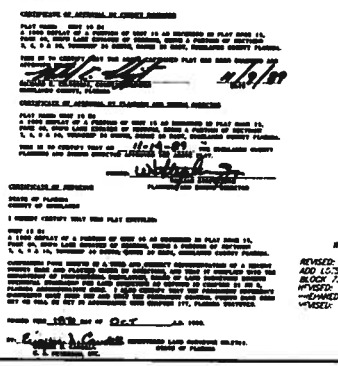
Said parcel lying within Sections 3, 4, 9 & 10, Township 34 South, Range 28 East
as recorded in the Public Records of
HIGHLANDS COUNTY, FLORIDA

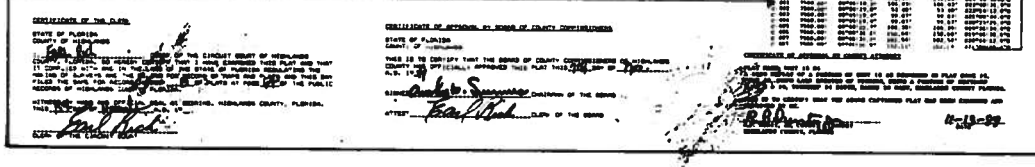


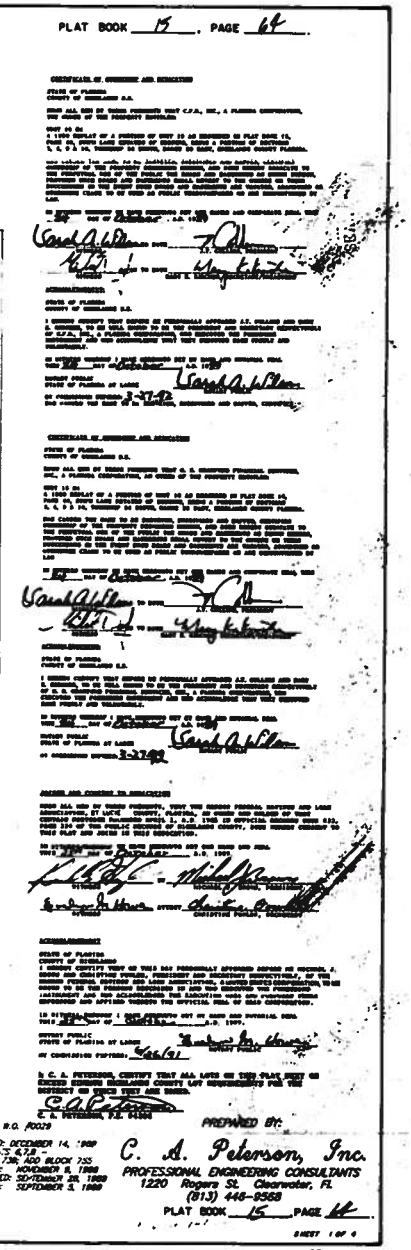












PREPARED BY:
C. A. Peterson, Inc.
PROFESSIONAL ENGINEERING CONSULTANTS
1220 Rogers St. Clearwater, Fl.
(813) 446-9568

PLAT BOOK 15 PAGE 64

SHEET 1 OF 4

* Waste Utility and Drainage Easements per OR Bk 1871 Pg. 1014

Lots on Page 4

Plat Bk 15 Pg 64
Sheet 2 of 4

PLAT BOOK 15 PAGE NO. 64

UNIT 15 R1

A 1989 REPLAT OF UNIT 15 , AS RECORDED IN PLAT BOOK 15 , PAGE 40

SUN 'N LAKE ESTATES OF SEBRING

Said parcel lying within Sections 3, 4, 9 & 10, Township 34 South, Range 28 East
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UNIT 18
P. B. 10
P. 27

POINT "A"
POINT OF
BEGINNING

UNIT 25
P. B. 10
P. 47
TO BE REPLATTED

UNIT 16
P.B. 10
P. 4

UNIT 4 REPLAT
P. B. 15
P. 52

BELLAIR DRIVE EAST

SAXON DRIVE

PONCE DE LEON BLVD.

COLUMBUS BLVD.

ANGELO CIRCLE

ANGELO COURT

GOLF COURSE

GOLF CART ACCESS

SECTION 4
SECTION 3
SECTION 9
SECTION 10

SECTION CORNER

MATCH LINE
Sheet 3 of 4

GRID NORTH

SCALE 1" = 100' 0"

NOTES:

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W.O. #0079

REVISED: DECEMBER 14, 1988
ADD LOTS 6,7 - BLOCK 738; ADD BLOCK 755
REVISED: NOVEMBER 8, 1988
PREPARED: SEPTEMBER 28, 1988
REVISED: AUGUST 31, 1988

PLAT BOOK 15 PAGE NO. 64
SHEET 2 OF 4

9-12-89

PLAT BOOK 15 PAGE NO. 64

UNIT 15 R1

A 1989 REPLAT OF UNIT 15, AS RECORDED IN PLAT BOOK 15 , PAGE 40

SUN 'N LAKE ESTATES OF SEBRING

Said parcel lying within Sections 3, 4, 9 & 10, Township 34 South, Range 28 East
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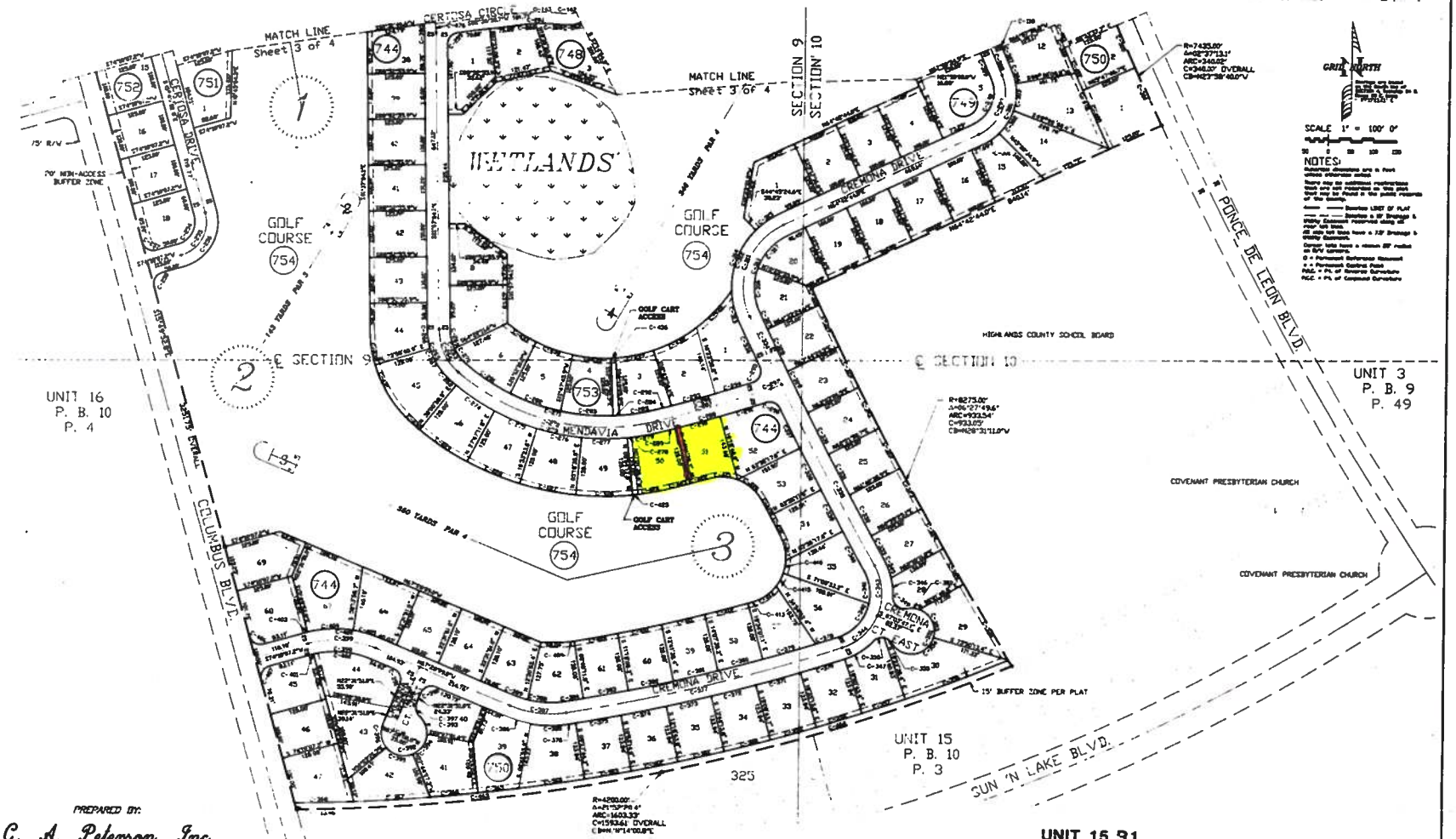
W.O. #0029

REVISED: DECEMBER 14, 1989
ADD LOTS 6,7,8 - BLOCK 730; ADD BLOCK 755
REVISED: NOVEMBER 11, 1989
PREPARED: SEPTEMBER 26, 1989
REVISED: AUGUST 31, 1989

PLAT BOOK 15 PAGE NO. 64
SHEET 3 OF 4

9-18-89

Plat Bk 15 Pg 40 Sheet 4 of 4



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 16, 2021

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

SUBJECT/TITLE: **Seek direction from Highlands County Board of County Commissioners to explore opportunities and/or move forward with negotiation with property owner reference purchase of 25.28 acres of property for public use.**

STATEMENT OF ISSUE

A property has recently been made available for purchase that is adjacent to the current HCBCC property located at 4500 Kenilworth Blvd. The subject property is 25.28 acres, is currently citrus grove, abuts Kenilworth Blvd and Industrial Way, and joins 2 sides of the current County property. Said property can be used for multiple public use functions including office buildings, Sheriff's Office buildings/storage yards, maintenance yards, or other necessary government functions.

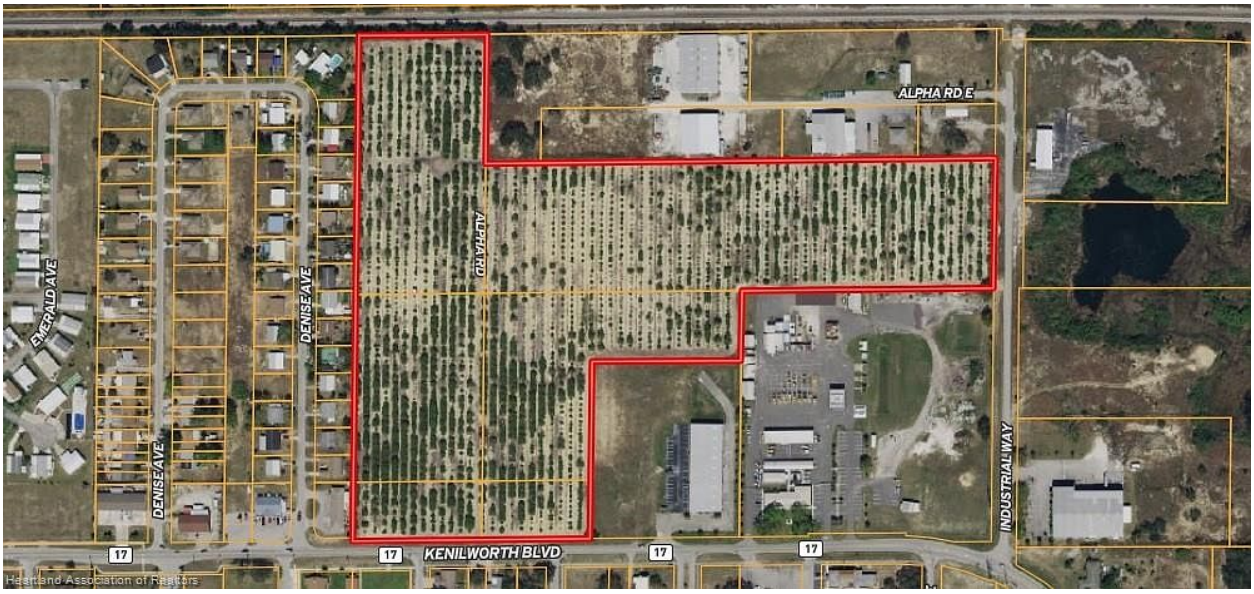
RECOMMENDED ACTION

Move to direct staff to either further explore opportunities with the subject property and/or negotiate a purchase price for 25.28 acres of property located at 4310 Kenilworth Blvd.

FISCAL IMPACT

Fiscal impact could be up to an asking price of $750,000

Attachments: Jernigan Property.pdf
Jernigan park-10-27-21.pdf



$750,000

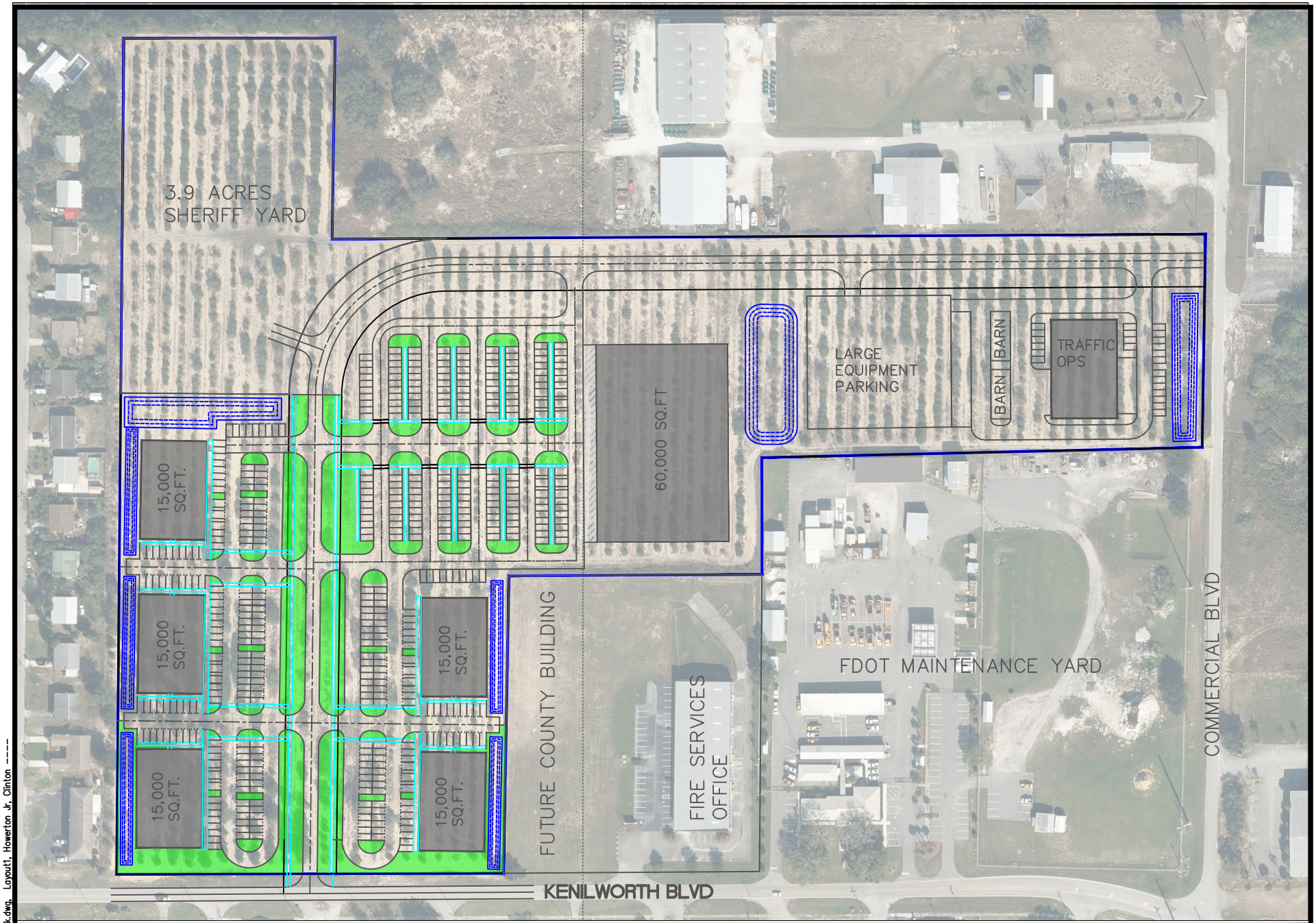
25.28 Acres

4310 Kenilworth Blvd, Sebring, FL 33870

Rare opportunity to purchase property with numerous opportunities for development. The subject property has a total of six parcels totaling 25.51 acres (+/-), four of which are located in the County, while the remaining two border Kenilworth Blvd and are in the City of Sebring. The property is located near a Mobile Home park, Single Family Housing, County Government, DOT and Industrial sites. Access is available off Kenilworth Blvd and Industrial Way East.

Listed by:
Drew Bishop

Source: HFMLS,MLS#: 281435



C:\chowerton\DWG\Jernigan park.dwg, Layout1, Howerton Jr, Clinton ----

DESIGNED BY: CLINTON HOWERTON, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		SCALE: HORIZ. 1"=500' VERT. N/A
DRAWN BY: CLINTON HOWERTON, P.E.		JERNIGAN PROPERTY BUSINESS PARK CONCEPT	DRAWING NO. N/A REV. 0
CHECKED BY: CLINTON HOWERTON, P.E.			DATE: 6-28-2021
IN CHARGE: CLINTON HOWERTON, P.E.			SHEET ---- OF
DATE: 6-28-21	APPROVED BY: CLINTON HOWERTON, JR., P.E. FLORIDA REGISTRATION NO.: 61021 DATE:		

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER:	**CLINTON HOWERTON, JR., P.E., COUNTY ENGINEER** **KENYA ANDERSON, PROJECT MANAGER** **ELIZABETH BARBER, LEGISLATIVE AFFAIRS GRANT COORDINATOR**
SUBJECT/TITLE:	**Request approval of a State Revolving Loan application and accompanying Resolution 21-22-17.**

STATEMENT OF ISSUE

In August, the County, upon request, was added to the Clean Water State Revolving Fund Loan Program priority list under Project No. 28023 as eligible for available funding. As a result, staff is requesting approval to apply for a State Revolving Fund Loan to finance drainage studies throughout the County. The studies will focus on targeted areas to identify opportunities to improve both water quality and flood control.

With the subject loan application, the County will enter into a loan agreement with the Department of Environmental Protection (DEP) under the State Revolving Fund for project financing. The revenues pledged for the repayment of the loan are local government infrastructure sales surtax state revenues after payment of debt service on the County's Refunding Revenue Note Series 2015. The County proposes to borrow $1,750,000.00 from the State Revolving Fund, under the Florida (DEP), for the County's stormwater management facilities. The loan will be secured by the County's local government infrastructure sales surtax state revenues after payment of debt service on the County's Refunding Revenue Note Series 2015.

RECOMMENDED ACTION

Move to approve the application for the State Revolving Fund Loan in the amount of $1,750,000.00 and accompanying Resolution 21-22-17.

FISCAL IMPACT

The Fiscal Impact will be $1,750,000.00 as additional revenue from Loan Proceeds.

Attachments: Resolution No. 21-22-17.SRF Loan.SGS.pdf
SRF Application - Final.docx
Attachment 1 - CAFR FY20 P&L - Audited.pdf
Attachment 2 - FY21 P&L - Unaduited.pdf
Attachment 3 - FY20 & 21 Detail P&L Spreadsheet- all pgs.pdf
Attachment 4 - Infrastructure Surtax Excess Expenditure vs Revenue.pdf
Attachment 5 - Lien Information.pdf

Attachment 6 - 2015 Infrastructure Bank Loan acceptance 040915.pdf
Attachment 7 - Legal Opinion.pdf
Attachment 8 - Project Information.docx
Highlands_County_Exhibit 1.pdf

RESOLUTION NO. 21-22-17

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, RELATED TO STATE REVOLVING FUND LOAN FOR THE STORMWATER DRAINAGE FACILITIES MANAGEMENT AND REPAIR PROJECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO APPLY FOR LOAN; PROVIDING FOR THE ESTABLISHMENT OF PLEDGED REVENUES; PROVIDING FOR AUTHORIZED REPRESENTATIVES; 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 125.01, provides county governments with the authority to finance the management and repair of stormwater drainage facilities; and

WHEREAS, Florida Administrative Code, Chapter 62.503, requires the governing body of an eligible local government to authorize the submission of an application for a State Revolving Fund (SRF) loan, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with loan program requirements and to enter into a loan agreement; and

WHEREAS, the SRF loan priority list designates Project No.: 28023, the County's Stormwater Drainage Facilities Management and Repair Project, as eligible for available funding; and

WHEREAS, the Board of County Commissioners of Highlands County, Florida intends to enter into a loan agreement with the Department of Environmental Protection under the SRF for project financing.

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

SECTION 1. Legislative Findings and Intent. The Board of County Commissioners of Highlands County ("County") has complied with all requirements and procedures of Florida law in processing this Resolution. The above findings are hereby adopted.

SECTION 2. Authorization to Apply Loan. The County is hereby authorized to submit application for an SRF loan for the Stormwater Drainage Facilities Management and Planning Project.

SECTION 3. Establishment of Pledged Revenues. The revenues pledged for the repayment of the SRF loan are the County's local government infrastructure sales surtax state revenues after payment of debt service on the County's Refunding Revenue Bond Series 2021.

SECTION 4. Authorized Representatives.

A. The County Administrator or a designee thereof is hereby designated as the authorized representative of the County to provide the assurances and commitments required by the loan application.

B. The Chairperson of the Board of County Commissioners is hereby designated as the authorized representative of the County to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Chairperson is authorized to represent the County in carrying out the County's responsibilities under the loan agreement. The Chairperson is authorized to delegate responsibility to the County Administrator to ensure that the appropriate County staff carry out technical, financial, and administrative activities associated with the loan agreement.

C. The County Attorney is hereby authorized to submit the required Opinion Letter to support the County's SRF Loan Application.

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 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 6. Savings Clause. All prior actions of the County pertaining to the SRF loan for the Stormwater Drainage Facilities Management and Repair Project, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 7. 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 8. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. 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 10. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____ 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

_____
_____, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING LOAN PROGRAM
for
Point Source Water Pollution Control

LOAN APPLICATION

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

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LOAN APPLICATION

(1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.

(2) COMPLETING THE APPLICATION.

(a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.

(b) All information provided on this application must be printed. Monetary amounts may be rounded.

(c) Forms and attachments to be submitted are denoted with italic print.

(3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR Highlands County Board of County County Commissioners

Federal Employer Identification Number 59-6000-65

DUNS Number 073234783

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).

Name Randal E. Vosburg Title County Administrator

Telephone (863) 402-6517 FAX _____ Email rvosburg@highlandsfl.gov

Mailing Address 600 S. Commerce Ave., Sebring, Fl 33870

(3) PRIMARY CONTACT (person to answer questions regarding this application).

Name Clinton Howerton Title County Engineer

Telephone (863) 402-6877 FAX (863) 402-6548 Email Chowerton@highlandsfl.gov

Employer Highlands County Board of County Commissioners

Mailing Address 505 S. Commerce Avenue, Sebring, FL 33870

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #_____*).

Name Kenya A. Anderson Title Project Manager

Telephone (863) 402-6877 FAX (863)402-6548 Email Kanderson@highlandsfl.gov

Employer Highlands County Board of County Commissioners

Mailing Address 505 S. Commerce Avenue, Sebring, FL 33870

(5) PROJECT NUMBER (listed on the Department's priority list). 28023

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? ☐ Yes ☒ No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #*_____)

(1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #8*) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If "No", please explain. (*Attachment #*_____)

(2) SCHEDULE.

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	One (1) Year
Engineering work	
Certification of site availability	
Permit	

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (*Attachment #*_____) ☐ Yes ☒ No

(c) Is this a design/build project? ☐ Yes ☒ No

(3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disbursable amount will be limited to the priority list amount. ☒ Yes ☐ No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) ACTIVITIES.

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #*_____).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No

If "No", please explain. (*Attachment #*_____)

(b) Have any of the contracts been bid? ☐ Yes ☐ No

If "Yes", indicate which contracts have been bid. (*Attachment #*_____)

(c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☐ No

If "Yes", give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☐ No

If "Yes", attach a copy of the Department letter accepting the interlocal agreement. (*Attachment #*_____)

Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? ☐ Yes ☐ No

If "No", please explain (*Attachment #*_____).

(2) SCHEDULE. (month and year)

(a) Anticipated notice to proceed for first construction contract. _____

(b) Anticipated completion of all construction contracts. _____

(3) COST. Is the cost information submitted for the priority list current? ☐ Yes ☐ No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*_____) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

(1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is $1,750,000

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

(2) TERMS AND REPAYMENT.

(a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 30 (years)

Over how many years would you like to amortize the loan? 30 (years)

(b) List all revenues that are to be pledged for repayment of this loan. Infrastructure Surtax .

(c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15% (coverage percentage)

(d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No

If "Yes", please list. (*Attachment #*_____)

(3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of $10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

(4) INFORMATION ON LIENS.

(a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #5*) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of $10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

(c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #6*).

(d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #N/A*).

(5) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.

(b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.

(6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #7*) The opinion must address the following:

(a) Availability of the revenues to repay the loan.

(b) Right to increase rates at which revenues shall be collected to repay the loan.

(c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

(1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #9*) for the following:

(a) Pledging revenues to repay the loan.

(b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

(a) Assurances for capitalization grant projects.

1. Complete all facilities for which funding has been provided.
2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.

11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.

12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.

13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.

14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.

15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.

16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.

17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.

18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.

19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.

20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.

21. Minority and Women’s Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

(b) Assurances for other projects.

1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, “Coastal Zone Protection Act of 1985” which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.

2. Chapter 163, Part II, F.S., the “Local Government Comprehensive Planning and Land Development Regulation Act” which requires units of local government to establish and implement comprehensive planning programs to control future development.

3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.

4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

6. Chapter 267, F.S., the “Florida Historical Resources Act” which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.

7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.

8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.

10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.

11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.

12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.

13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.

14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____ , 20 21

Authorized Representative _____ Randal E. Vosburg, County Administrator
(signature) *(name typed or printed)*

Attachments

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	Infrastructure Sales Surtax Bond 2015 Series		
Coverage	386 %	%	%
Insured?	Yes No	Yes No	Yes No

Fiscal Year	**Annual Debt Service (Principal Plus Interest) #1**	**#2**	**#3**	**Total Debt Service**	**Total Debt Service Incl. Coverage**
2021	$2,998,711	$	$	$2,998,711	$
2022	$2,999,190	$	$	$2,999,190	$
2023	$2,998,563	$	$	$2,998,563	$
2024	$2,996,831	$	$	$2,996,831	$
2025	$2,998,943	$	$	$2,998,943	$
2026	$2,999,849	$	$	$2,999,849	$
2027	$0	$	$	$0	$
2028	$	$	$	$	$
2029	$	$	$	$	$
2030	$	$	$	$	$
2031	$	$	$	$	$
2032	$	$	$	$	$
2033	$	$	$	$	$
2034	$	$	$	$	$
2035	$	$	$	$	$
2036	$	$	$	$	$
2037	$	$	$	$	$
2038	$	$	$	$	$
2039	$	$	$	$	$
2040	$	$	$	$	$
2041	$	$	$	$	$
2042	$	$	$	$	$
2043	$	$	$	$	$
2044	$	$	$	$	$
2045	$	$	$	$	$
2046	$	$	$	$	$
2047	$	$	$	$	$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

		FY 2020	FY 2021
(a)	Operating Revenues (Source)		
	Taxes	9,952,249	11,531,001 (Estimate)
	Intergovernmental	2,109,721	8,099,225
(b)	Interest Income	208,016	119,739
(c)	Other Income or Revenue (Identify)		
	Transfers In/Out (Net)	1,418,526	0
	Insurance Recoveries	0	159,142
(d)	Total Revenues	13,688,682	19,909,107
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	14,538,879	16,245,990
(f)	Net Revenues [(f) = (d) – (e)]	(850,197)	3,663,117
(g)	Debt Service (including any required coverage)	3,557,879	3,134,590

(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (*Attachment* #1 & 2)

(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (*Attachment* #3)

(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (*Attachment* #4)

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #N/A*)

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
(a)	Operating Revenue	12,062,140	19,630,226	14,887,220	14,758,837	15,141,602
(b)	Interest Income	208,016	119,739	122,708	125.776	128,920
(c)	Other Income or Revenue (identify)					
	Transfers In/Out (Net)	1,418,526	0	0	0	0
	Insurance Recoveries	0	159,142	0	0	0
(d)	Total Revenues	13,688,682	19,909,107	15,009,928	14,884,612	15,270,522
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	14,538,879	16,245,990	14,902,351	15,274,910	15,656,782
(f)	Net Revenues (f = d - e)	(850,197)	3,663,117	107,577	(390,298)	(386,261)
(g)	Revenue (including coverage) pledged to debt service, excluding SRF loans	2,406,247	2,998,711	2,999,190	2,998,563	2,996,831
(h)	Revenue (including coverage) pledged to outstanding SRF loans	58,333	58,333	58,333	58,333	58,333
(i)	Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	(3,314,777)	606,073	(2,949,922	(3,447,194)	(3,441,425)

(j) Identify the source of the above information and explain methods used to develop the projections (*Attachment #4*). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information? ☒ Yes ☐ No

If "No", please explain. (*Attachment #_____*)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number
Audited Financial Report - FY20 (PDF)	1
Unaudited Financial Report - FY21 (PDF)	2
FY 20 & 21 Detail P&L Spreadsheet (Excel)	3
Infrastructure Surtax Expenditures vs Revenue Policy (PDF)	4
Lien Information	5
2015 Infrastucture Bank Loan Acceptance 040915	6
Legal Opinion	7
Project Information	8
Resolution	9

Attachment 1

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LOCAL GOVERNMENT INFRASTRUCTURE SURTAX FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 10,053,219	$ 10,053,219	$ 9,952,249	$ (100,970)
Intergovernmental	16,483,156	21,032,265	2,109,721	(18,922,544)
Net Change in Fair Value of Investments	197,000	197,000	208,016	11,016
Miscellaneous	-	-	170	170
Total Revenues	26,733,375	31,282,484	12,270,156	(19,012,328)
EXPENDITURES				
Current:				
General Government:				
Central Services	1,112,000	1,273,418	809,469	463,949
Facilities Management	2,873,646	2,593,273	1,148,951	1,444,322
Supervisor of Elections	-	4,715	4,175	540
Total General Government	3,985,646	3,871,406	1,962,595	1,908,811
Public Safety:				
Sheriff	400,000	499,900	499,783	117
County Jail	1,700,000	2,020,343	468,449	1,551,894
Local Emergency Management Agency	108,487	111,145	69,370	41,775
Ambulance Service	570,500	730,500	323,636	406,864
Communications Program	43,000	43,000	3,850	39,150
Total Public Safety	2,821,987	3,404,888	1,365,088	2,039,800
Physical Environment:				
Natural Resources	-	465,332	465,332	-
Transportation:				
Road and Bridges	26,316,796	33,576,920	10,159,392	23,417,528
Human Services:				
Animal Control	389,628	429,707	30,450	399,257
Culture and Recreation:				
Recreation Department	766,617	781,254	462,472	318,782
Parks Department	92,275	136,402	93,550	42,852
Library - Avon Park	13,468	11,802	-	11,802
Library - Sebring	11,804	13,471	-	13,471
Library - Lake Placid	13,471	13,471	-	13,471
Total Culture and Recreation	897,635	956,400	556,022	400,378

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LOCAL GOVERNMENT INFRASTRUCTURE SURTAX FUND (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
EXPENDITURES (CONTINUED)				
Current (Continued):				
Debt Service:				
Principal Retirement	$ 3,174,709	$ 3,174,348	$ 3,174,345	$ 3
Interest and Fiscal Charges	383,261	383,623	383,534	89
Total Debt Service	3,557,970	3,557,971	3,557,879	92
Total Expenditures	37,969,662	46,262,624	18,096,758	28,165,866
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(11,236,287)	(14,980,140)	(5,826,602)	9,153,538
OTHER FINANCING SOURCES (USES)				
Transfers In	750,000	750,000	1,500,000	750,000
Transfers Out	(81,474)	(81,474)	(81,474)	-
Total Other Financing Sources (Uses)	668,526	668,526	1,418,526	750,000
NET CHANGE IN FUND BALANCE	(10,567,761)	(14,311,614)	(4,408,076)	9,903,538
Fund Balances - October 1, 2019	10,567,761	14,311,614	19,881,368	5,569,754
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 15,473,292	$ 15,473,292

See accompanying Notes to Financial Statements.

Attachment 2

SUNGARD PENTAMATION
DATE: 11/04/2021
TIME: 15:07:09

HIGHLANDS BOCC
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: orgn.fund='151'
ACCOUNTING PERIOD: 13/21

SORTED BY: FUND,FD/COSTCNTR,FUNCTION,ACTIVITY,1ST SUBTOTAL,2ND SUBTOTAL,ACCOUNT
TOTALED ON: FUND,FD/COSTCNTR,FUNCTION,ACTIVITY,1ST SUBTOTAL,2ND SUBTOTAL
PAGE BREAKS ON: FUND,FD/COSTCNTR

FUND-151 LOCAL GOVT INFRA SURTAX 1ST SUBTOTAL-3000000 REVENUE SUMMARY
FD/COSTCNTR- TITLE NOT FOUND 2ND SUBTOTAL-3129999 TOTAL SALES USE FUEL TAX
FUNCTION-199 SPECIAL REVENUE COMBINING
ACTIVITY- TITLE NOT FOUND

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD	
3126001 RESTRICTED REV-LOC OPTIO	.00	675,805.20	.00	10,206,806.68	-10,206,806.68	.00	(Thru August)
3126002 UNRESTRICTED REV-LOC OPT	9,771,338.00	.00	.00	.00	9,771,338.00	.00	
TOTAL TOTAL SALES USE FUEL TA	9,771,338.00	675,805.20	.00	10,206,806.68	-435,468.68	104.46	
2ND SUBTOTAL-3349999 TOTAL STATE GRANTS							
3344950Z PROJECT DOT GRANT	9,302,308.68	3,190,141.57	.00	8,099,225.25	1,203,083.43	87.07	
TOTAL TOTAL STATE GRANTS	9,302,308.68	3,190,141.57	.00	8,099,225.25	1,203,083.43	87.07	
2ND SUBTOTAL-3619999 TOTAL INTEREST EARNINGS							
3611000 INTEREST EARNINGS	74,423.00	13,304.82	.00	111,885.59	-37,462.59	150.34	
3615000 INVESTMT EARNINGS-FL PAL	75,000.00	.00	.00	799.01	74,200.99	1.07	
3616000 INV EARNINGS FLCLASS	5,000.00	36.95	.00	2,246.51	2,753.49	44.93	
3617000 INV EARNINGS FL SAFE	10,000.00	-29.05	.00	529.84	9,470.16	5.30	
3618000 INV EARNINGS FL FIT	15,000.00	65.85	.00	4,277.80	10,722.20	28.52	
TOTAL TOTAL INTEREST EARNINGS	179,423.00	13,378.57	.00	119,738.75	59,684.25	66.74	
2ND SUBTOTAL-3699999 TOTAL OTHER MISC REVENUES							
3694010 INSURANCE PROCEEDS	159,141.67	.00	.00	159,141.67	.00	100.00	
TOTAL TOTAL OTHER MISC REVENU	159,141.67	.00	.00	159,141.67	.00	100.00	
2ND SUBTOTAL-3899999 TOTAL OTHER SOURCES							
3810000 INTERFUND TRANSFER	750,000.00	.00	.00	.00	750,000.00	.00	
TOTAL TOTAL OTHER SOURCES	750,000.00	.00	.00	.00	750,000.00	.00	
2ND SUBTOTAL-3999999 TOTAL BALANCES FORWARD							
3999100 FUND BAL BROUGHT FORWARD	778,670.98	.00	.00	.00	778,670.98	.00	
3999100Z PROJECT FD BAL FORWARD	4,925,207.38	.00	.00	.00	4,925,207.38	.00	
3999110 ENCUMBRANCES CARRIED FWD	160,551.99	.00	.00	.00	160,551.99	.00	
3999110Z PROJECT ENCUMB FORWARD	13,110,037.47	.00	.00	.00	13,110,037.47	.00	
TOTAL TOTAL BALANCES FORWARD	18,974,467.82	.00	.00	.00	18,974,467.82	.00	
TOTAL REVENUE SUMMARY	39,136,679.17	3,879,325.34	.00	18,584,912.35	20,551,766.82	47.49	
TOTAL TITLE NOT FOUND	39,136,679.17	3,879,325.34	.00	18,584,912.35	20,551,766.82	47.49	
TOTAL SPECIAL REVENUE COMBINI	39,136,679.17	3,879,325.34	.00	18,584,912.35	20,551,766.82	47.49	
TOTAL TITLE NOT FOUND	39,136,679.17	3,879,325.34	.00	18,584,912.35	20,551,766.82	47.49	
TOTAL LOCAL GOVT INFRA SURTAX	39,136,679.17	3,879,325.34	.00	18,584,912.35	20,551,766.82	47.49	

ATTACHMENT 3

	FY 2020	FY 2021
	FUND 151	FUND 151
REVENUES		
TAXES	$ 9,952,249	$ 11,531,001
INTERGOVERNMENTAL	2,109,721	8,099,225
NET CHANGE IN FAIR VALUE OF INVESTMENTS	208,016	119,739
MISCELLANEOUS	170	-
TOTAL REVENUES	**$ 12,270,156**	**$ 19,749,965**
EXPENDITURES		
Current:		
General Government		
Central Services	$ 809,469	$ 438,852
Facilities Management	1,148,951	1,140,372
Supervisor of Elections	4,175	-
Total General Government	**$ 1,962,595**	**$ 1,579,224**
Public Safety		
Sheriff	$ 499,783	$ 311,769
County Jail	468,449	31,995
Emergency Management	69,370	6,068
Communications Program	323,636	-
Ambulance Service	3,850	562,081
Total Public Safety	**$ 1,365,088**	**$ 911,913**
Physical Environment		
Natural Resources	**$ 465,332**	**$ 66,243**
Transportation		
Road and Bridges	$ 10,159,392	$ 13,386,061
County Shell Pit		-
Total Transportation	**$ 10,159,392**	**$ 13,386,061**
Economic Environment		
Economic Development	**$ -**	**$ -**
Human Services		
Animal Control	**$ 30,450**	**$ 324**
Culture & Recreation		
Libraries-Avon Park	$ -	$ -

Libraries-Sebring	-	-
Libraries-Lake Placid	-	-
Recreation Department	462,472	113,205
Parks Department	93,550	148,283
Total Culture & Recreation	**$ 556,022**	**$ 261,488**
Court Related	**$ -**	**$ -**
DEBT SERVICE:		
PRINCIPAL RETIREMENT	$ 3,174,345	$ 2,815,611
INTEREST AND FISCAL CHARGES	383,534	318,979
Total Debt Service	**$ 3,557,879**	**$ 3,134,590**
TOTAL EXPENDITURES	**$ 18,096,758**	**$ 19,339,843**
EXCESS (DEFICIENCY) OF REVS OVER (UNDER) EXPS	**$ (5,826,602)**	**$ 410,122**
OTHER FINANCING SOURCES (USES)		
TRANSFERS IN	$ 1,500,000	$ -
TRANSFERS OUT	(81,474)	(40,737)
INSURANCE RECOVERIES	-	159,142
SALE OF SURPLUS PROPERTIES	-	-
ISSUANCE OF DEBT	-	-
TOTAL OTHER FINANCING SRCS (USES)	**$ 1,418,526**	**$ 118,405**
NET CHANGE IN FUND BALANCE	**$ (4,408,076)**	**$ 528,527**
FUND BALANCES - OCTOBER 1	$ 19,881,368	$ 15,473,295
Prior Period Adjustment	-	-
Fund Balance, Oct 1, as restated	**$ 19,881,368**	**$ 15,473,295**
FUND BALANCES - SEPTEMBER 30	**$ 15,473,292**	**$ 16,001,822**

			FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
			FUND 151	FUND 151	FUND 151	FUND 151	FUND 151
(a)	OPERATING REVENUES						
		TAXES	$ 9,952,249	$ 11,531,001			
		INTERGOVERNMENTAL	$ 2,109,721	$ 8,099,225			
		MISCELLANEOUS	$ 170	$ -			
(b)	INTEREST INCOME						
		NET CHANGE IN FAIR VALUE OF INVESTMENTS	$ 208,016	$ 119,739			
(c)	OTHER INCOME OR REVENUE						
		TRANSFERS IN	$ 1,500,000	$ -			
		INSURANCE RECOVERIES	$ -	$ 159,142			
(d)	TOTAL REVENUES		$ 13,770,156	$ 19,909,107	$ -	$ -	$ -
(e)	OPERATING EXPENSES		$ 14,538,879	$ 16,245,990			
(f)	NET REVENUES		$ (768,723)	$ 3,663,117	$ -	$ -	$ -
(g)	REVENUE pledged to debt service, excl SRF loans		$ 2,406,247	$ 2,998,711			
(h)	REVENUE pledged to debt service, incl SRF loans		$ 58,333	$ 58,333			
(i)	REVENUE available for this SRF loan		$ (3,233,303)	$ 606,073	$ -	$ -	$ -
	***DEBT SERVICE (includes EMS Lifepak Note)		$ 3,557,879	$ 3,134,590			

ATTACHMENT 4

Page 10 (j) With a growing fund balance in the Infrastructure Surtax Fund, the county made a concerted effort to make infrastructure improvements and purchase capital assets that qualified under the statutory guidelines over the past several years. The level of expenditures from this fund is vetted each year and adopted thru the budget process and can be adjusted as needed to assure that there is ample funding to service the debt.

Page 11 (j) Projection Methods:

Operating Revenues:

- Taxes for FY 2022 were determined thru an outside consultant that the county had contracted with to assist during the COVID pandemic. For FY 2023 and 2024, a 3% escalator was applied.
- Intergovernmental – DOT grants based on historical revenues and with the knowledge that a large current road project should be complete in FY 22.
- Interest Income – for FY's 2022 thru 2024, a 2.5% escalator was applied.
- No other revenue sources were considered for the 'out' years.

Operating Expenses:

- For FY 2022, a 2.5% escalator was applied to the FY 20 actual expenditures since FY 21 expenditures are inflated due to the large road project. FY 2023 and 2024 also have a 2.5% escalator based on FY 2022.

Revenue Pledged to Debt Service, excluding SRF:

- These amounts are directly from the amortization schedules

Revenue Pledged to Debt Service for SRF loan:

- The county is applying for a $1.75MM SRF loan with a 30 year repayment schedule.

ATTACHMENT 5

Page 5 (4)(a) – Information on Liens:

Highlands County, Florida Infrastructure Sales Surtax Refunding Revenue Note, Series 2015, issued in the amount of $21,614,000 pursuant to and under the authority of Chapter 125, Florida Statutes, Chapter 212, Florida Statutes, Chapter 218, Part VI, Florida Statutes, the Constitution of the State of Florida, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 02-104 adopted by the Board of County Commissioners of the County on May 21, 2002, as may be amended and supplemented and particularly as amended and supplemented by a resolution adopted by the Board of County Commissioners of the County on November 2, 2021 (collectively, the "Resolution").

ATTACHMENT 6

April 2, 2015

Highlands County, Florida
Attn: Jeremy Niedfeldt, Sr. Managing Consultant
Public Financial Management, Inc.

VIA EMAIL: Niedfeldtj@pfm.com

Highlands County, Florida
Attn: Marissa Wortman, Sr. Managing Consultant
Public Financial Management, Inc.

VIA EMAIL: Wortmanm@pfm.com

Reference: Up to $22,875,000 (Option 1) or $21,915,000 (Option 2) Non-Bank Qualified Term Loan

Regions Capital Advantage, Inc. (the **"Lender"** or the **"Purchaser"**) is pleased to furnish this Term Sheet (this **"Term Sheet"**) to Highlands County, Florida (the **"Borrower"** or the **"County"**). This term sheet contains an outline of suggested terms only, and it does not represent a commitment by the Lender or create any obligation whatsoever on the Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Capital Advantage, Inc.

Lender/Purchaser: Regions Capital Advantage, Inc.

Role of Purchaser: The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the Borrower has been informed that the Issuer and the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.

Borrower: Highlands County, Florida

Michael T. Glover, Jr.
100 North Tampa Street, Suite 3100, Tampa, FL 33602
Phone: (813) 226-1289 Fax: (813) 226-1260 Cell: (813) 373-9406

Purpose:	The proceeds of the loan to be evidenced by the purchase by the Lender of the hereinafter defined Debt Instrument (the **"Loan"**) will be used to (a) finance a list of projects consisting of construction of a new Law Enforcement Building, Jail and Emergency Operations Facility, Sherriff space renovations, roadway improvements and other miscellaneous expenditures, (b) refinance the County's 2010 Note, (c) refinance the County's 2013 Motorola Lease (under Option 1 only) and (d) pay certain costs of issuance related to the Loan, as approved by the Board of the County Commissioners of the County.
Loan Amount:	Up to $22,875,000 (Option 1) or up to $21,915,000 (Option 2). **[Unless otherwise expressly set forth herein, all terms and conditions contained herein apply to each Option.]**
Structure:	Non-Bank Qualified Tax-Exempt Term Loan evidenced by a promissory note, bond or other debt instrument (the **"Debt Instrument"**).
Interest Rate:	The Loan is a **Tax-Exempt, Non-Bank Qualified** Loan. The Loan will bear interest from the Closing Date through the Maturity Date at a fixed rate per annum equivalent to 65.1% of the prevailing seven (7) year interest swap rate, as appearing on the Bloomberg reporting service, plus 87 basis points. The indicative rate as of **April 2, 2015 is 2.01%** (based on a 7 year swap rate of 1.75%). This rate is offered for illustrative purposes only and does not constitute a commitment by the Lender to lend at the indicative rate. The actual fixed rate for the Loan may be higher or lower depending on market conditions at the time the rate is locked (see below). **The Lender will calculate and hold the fixed rate based on the formula outlined above for thirty (30) days upon receipt by the Lender of a signed formal commitment by the Borrower.**
Default Rate:	6% in excess of the rate of interest applicable to the Debt Instrument.
Repayment:	Interest will be payable semi-annually (calculated on the basis of a 30 day month and a 360 day year) on each May 1 and November 1, commencing November 1, 2015. Annual principal payments will be payable each November 1, commencing November 1, 2015. Graduated principal payments will be due as set forth in Exhibit A.
Maturity Date:	Final Maturity Date of November 1, 2025 (the **"Maturity Date"**)
Prepayment:	The Loan may not be prepaid, in whole or in part, during the period commencing on the closing date of the Loan (the **"Closing Date"**) through and including the third anniversary of the Closing Date. The Borrower may prepay the outstanding principal amount of the Loan in whole or in part on any Interest Payment Date thereafter without penalty.

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Facility Fee:	None
Other Fees, Costs and Expenses:	The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches and recordation) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the documents and instruments executed and delivered in connection with the Loan (the **"Loan Documents"**). In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. The fees of Counsel to the Lender will not exceed $7,500. The fees of the Lender's Counsel set forth above are expressly conditioned on there being no irregular or extended negotiations, that the Lender's Counsel will not have any drafting responsibility and will not be required to give any opinion.
Security:	The Loan will be secured by a resolution to be adopted by the County (the **"Resolution"**), which will provide for a pledge of and lien upon the County's Infrastructure Sales Surtax Revenues (the **"Security"**). The Loan will be secured on a parity, equally and ratably with the County's existing outstanding senior debt.
Taxability and Changes in Tax Rate:	Upon the occurrence of a determination of taxability of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield at least equal to the after-tax yield the Lender could have received if a determination of taxability had not occurred, together with an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code of 1986, as amended) owed by the Lender as a result of the occurrence of a determination of taxability.
Representations and Warranties:	Usual and customary for this type of financing.
Covenants:	Usual and customary for this type of financing, including but not limited to the following: (i) The Borrower shall deliver to the Lender annual audited financial statements of the Borrower within 210 days after the end of each of the Borrower's fiscal years; (ii) The Borrower shall deliver to the Lender a copy of its annual budget for each fiscal year within 60 days after adoption thereof; and (iii) No additional bonds may be issued unless Infrastructure Sales Surtax Revenues during any 12 consecutive months within the 24 months immediately preceding the date of issuance of such additional bonds equals at least 1.25x Maximum Annual Debt Service of all outstanding and such additional bonds.

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(iv) To the extent permitted by applicable law, the Borrower shall not assert any immunity it may have as a public entity under state law with respect to the Debt Instrument or any of the Borrower's other obligations under the Loan Documents.

Defaults: Usual and customary for this type of financing.

Remedies: The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions: As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Florida to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that the each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, and (d) that interest on the Debt Instrument is excludable from gross income of the holders thereof for federal income tax purposes.

Conditions Precedent to Financing: Including, but not limited to, the following, each in form and substance satisfactory to the Lender and its counsel their sole discretion:

(a) Satisfactory completion of due diligence regarding the Borrower and any Security.

(b) Execution of all documentation as may be requested by the Lender relating to the Debt Instrument and/or the Loan in form and substance satisfactory to the Lender and its counsel.

(c) Payment of all applicable fees and expenses by the Borrower.

(d) Receipt of an opinion of counsel to the Borrower, including without limitation, due authorization, enforceability and compliance with all applicable laws and agreements.

(e) Receipt and satisfactory review by the Lender of all applicable resolutions and evidence of authority.

(f) Evidence of Local Government Commission Approval.

(g) Receipt by the Lender of such other legal opinions, certificates, proceedings, instruments and other documents as the Lender or its counsel may require.

Transfer Provisions:	The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in any case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.
EMMA Posting:	The Borrower shall not file or submit, or permit the filing or submission, of all or any portion of any Loan Document with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless such Loan Document or portion thereof, as applicable, to be so filed or submitted (i) has been submitted to the Lender in advance of such filing or submission and (ii) shall have been redacted to the extent required by the Lender.
Disclaimer:	This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
Confidentiality:	The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein **CONFIDENTIAL**, to the extent permitted by law. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.
Governing Law:	State of Florida

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through May 13, 2015. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

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Exhibit A

Principal Repayment Schedule

2015 Loan (Option 1)		2015 Loan (Option 2)	
Maturity Date (November 1)	*Estimated Amortization	Maturity Date (November 1)	*Estimated Amortization
2015	440,000	2015	355,000
2016	1,370,000	2016	1,085,000
2017	1,395,000	2017	1,105,000
2018	1,425,000	2018	1,125,000
2019	1,455,000	2019	1,455,000
2020	2,660,000	2020	2,660,000
2021	2,715,000	2021	2,715,000
2022	2,770,000	2022	2,770,000
2023	2,825,000	2023	2,825,000
2024	2,880,000	2024	2,880,000
2025	2,940,000	2025	2,940,000
Total	22,875,000	Total	21,915,000

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Exhibit B

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit B.

Borrower Signature:

By: June Fisher

Name: June Fisher

Title: County Administrator

Michael T. Glover, Jr.
100 North Tampa Street, Suite 3100, Tampa, FL 33602
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ATTACHMENT 7

MICHAEL J. ROPER
MICHAEL H. BOWLING
JOSEPH D. TESSITORE
DALE A. SCOTT
CHRISTOPHER R. FAY
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‡ Board Certified - City, County & Local Government

Email: ssutphen@roperpa.com

November 10, 2021

Board of County Commissioners of
Highlands County, Florida
Sebring, Florida

Bryant Miller Olive P.A.
Tampa, Florida

Regions Capital Advantage, Inc.
Birmingham, Alabama

Re: $21,614,000 Highlands County, Florida
Infrastructure Sales Surtax Refunding Revenue Note, Series 2021

Ladies and Gentlemen:

The undersigned, as County Attorney for the Board of County Commissioners of Highlands County, Florida (the "County"), has acted as counsel to the County in connection with the issuance of the above referenced Note (the "Note") pursuant to and under the authority of Chapter 125, Florida Statutes, Chapter 212, Florida Statutes, Chapter 218, Part VI, Florida Statutes, the Constitution of the State of Florida, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 02-104 adopted by the Board of County Commissioners of the County on May 21, 2002, as may be amended and supplemented and particularly as amended and supplemented by a resolution adopted by the Board of County Commissioners of the County on November 2, 2021 (collectively, the "Resolution"). The delivery of this opinion to the other addressees does not create an attorney-client relationship.

I have examined applicable law and all proceedings of the County in connection with the authorization, issuance and sale of the Note. I have also examined the Act, the Resolution, the proposal of Regions Capital Advantage, Inc. (the "Lender") and closing certifications in connection herewith. All capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution. I have also made such investigations and have examined such ordinances, referendum results, resolutions, certificates, and documents, in each case, as I have deemed relevant and necessary in connection with the opinions expressed below.

For purposes of rendering this opinion, I have assumed that all documents have been duly authorized, executed and delivered by all parties thereto other than the County. Except as specifically opined to herein, I express no opinion as to the accuracy, completeness or sufficiency of any offering materials relating to the sale of the Note. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Note. In addition, I have not been engaged to and, therefore, express no opinion as to compliance by the County or the Lender with any federal or state securities statute, regulation or ruling with respect to the sale and distribution of the Note or regarding the perfection or priority of the lien on the Pledged Funds created by the Resolution. Further, I express no opinion regarding federal income or state tax consequences arising with respect to the Note.

Based upon the foregoing, I am of the opinion that:

1. The County is a political subdivision duly organized and validly existing under the laws of the State of Florida.

2. The County has full legal right, power and authority to enact the Home Rule Ordinance, Ordinance Nos. 99-7 and 99-8, both enacted by the Board on May 25, 1999, and Ordinance No. 13-14-08 enacted by the Board on June 17, 2014 (collectively, the "Ordinances"), and to adopt the Resolution, to sell, issue and deliver the Note, to finance and/or reimburse the Project, to refund the County's Infrastructure Sales Surtax Refunding Revenue Note, Series 2015, and to carry out and consummate the transactions contemplated by the Note and the Resolution.

3. The County is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States or any judgment or decree applicable to the County, applicable to it and by which it may be obligated, or any loan agreement, indenture, bond, note, ordinance, resolution, material agreement or other material instrument to which the County is a party or to which the County or any of its property or assets is otherwise subject, applicable to it and by which it may be obligated, and to my best knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such ordinance, resolution, agreement or instrument; and the execution and delivery of the Note and the adoption of the Resolution, the enactment of the Ordinances and compliance with the provisions on the County's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation or to my best knowledge, any judgment, decree, loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the County is a party or to which the County or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the County or under the terms of any such law, regulation or instrument, except as may be expressly provided by the Note, the Ordinances and the Resolution.

4. The Ordinances and the Resolution have been duly and lawfully enacted or adopted, as the case may be, following the requisite public notices and hearings, if applicable, by the County, and are in full force and effect and constitute the legal, valid and binding obligations of the County, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject to general principles of equity as to enforceability and no other authorization is required.

5. The County has duly authorized, executed and delivered the Note.

6. The Note is a valid and binding special obligation of the County, enforceable in accordance with its terms and the terms of the Resolution, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject to general principles of equity as to enforceability and are entitled to the benefits of the Resolution and the Act.

7. The County has complied with all statutory requirements applicable to the levy and collection of the Sales Tax Revenues. There is no action, suit, proceeding, inquiry or investigation at law or in equity to which the County is a party, before or by any court, government agency, public board or body, pending or, to the best of my knowledge, threatened against or affecting the County, nor, to the best of my knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Resolution, the County's eligibility to receive the Sales Tax Revenues distributed pursuant to the Act, or the validity of the Note, the Ordinances or the Resolution.

8. The County has complied with all conditions contained in all ordinances and resolutions precedent to the issuance of the Note.

9. All approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the County of its obligations under the Ordinances and the Resolution have been obtained and are in full force and effect.

It is to be understood that the rights of the owner of the Note and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State of Florida and of the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

The opinions expressed herein are based upon existing law as of the date hereof and I express no opinion herein as of any subsequent date or with respect to any pending legislation. I assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if I become aware of any facts that might change the opinions expressed herein after the date hereof. The opinions expressed herein represent professional judgment, and are not a guarantee of result.

The opinions expressed herein are furnished by me as County Attorney to my client, the County, and no one other than the addressees and their permitted successors and assigns may rely upon this opinion, provided, however, in any event, my opinions expressed herein are predicated upon present law, facts and circumstances, I assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof, and a transfer of the Note in accordance with the requirements of the Resolution shall not constitute a republication or reissuance of my opinion. The opinions expressed herein are limited to the matters set forth herein, and to the documents referred to herein and do not extend to any other agreements, documents or instruments executed by the County, and no other opinion should be inferred beyond the matters expressly stated herein. Delivery of this opinion to the Lender and Bryant Miller Olive P.A. does not create an attorney-client relationship between me and the Lender or Bryant Miller Olive P.A.

All opinions expressed herein are based upon the Florida law, and not upon the law of any other jurisdiction.

Sincerely yours,

Sherry G. Sutphen, Esquire
County Attorney

ATTACHMENT 8

PART II - PROJECT INFORMATION

A1. DESCRIPTION OF ACTIVITIES

Project Information

The project is a planning level study for Highlands County. The study will focus on targeted areas throughout the County to identify opportunities to improve both water quality and flood control. Seven target areas, averaging 1800 acres in size, within 11 total basins and three watersheds will be analyzed. In total, the basins/the target areas are located and account for over 340 square miles of land. The seven target areas affect over 19,000 parcels, as well as reducing flooding on major roads, including an evacuation route. The analysis will include determining the overall benefit and cost of multiple alternatives, environmental impacts of each alternative, and determining benefit-cost ratios for each identified improvement so that the County can implement and appropriately prioritize the most cost-effective solutions.

Alternatives such as filter marshes, lakes, and roadside swales which provide both attenuation and water quality will be considered to provide the most benefit to the overall watersheds. Water quality will be especially beneficial for these areas as many of them are older neighborhoods with no current BMPs in place. All areas within the study are located within the Lake Okeechobee Basin Management Action Plan which was developed to help reduce the amount of Phosphorus runoff in the Lake Okeechobee Basin. Lakes and reservoirs are great alternatives that provide both attenuation for flooding as well as nitrogen and phosphorus removal. Lakes and reservoirs are especially effective for phosphorus removal because they allow phosphorus to settle out without resuspending. Several of the watersheds in this study are also impaired for dissolved oxygen, macrophytes, or Chlorophyll a. These impairments can also often be linked to an imbalance of Nitrogen. Filter marshes are designed with shallower depths than lakes and provide an environment for nitrogen to oxidize and be released as well as some phosphorus removal.

In addition to the water quality benefits, the improvements will improve flood conditions. The chosen areas of interest all have some level of flood concerns, including structure and/or roadway flooding. This study will quantify the amount of damages from the existing flooding during a design storm. For each alternative, the damages for the same design storm will be determined. The project cost versus the avoided damages (the benefit-cost ratio) will serve as a standard to compare each proposed alternative and provide recommendations to move forward into design, permitting, and construction.

For each of the seven target areas below, information on existing water quality and flood conditions is included below:

Avon Park Estates:

- Roadway Flooding
- Aging and Undersized Infrastructure
- Minimal Existing BMPs for water quality
- Potential land available for water quality and attenuation

Sebring Country Estates:

- Roadway and Structure Flooding
- Evacuation Route Flooding
- Impaired for DO, Macrophytes, and Chlorophyll-a
- Potential land identified to acquire and use for both attenuation and water quality improvements

Sebring Falls:

- Roadway and Structure Flooding
- Evacuation Route Flooding
- Impaired for DO, Macrophytes and Chlorophyll-a

Lake Haven Estates:

- Roadway Flooding
- No Master Drainage Plan and Little to No Drainage Features
- Impaired for DO, Macrophytes and Chlorophyll-a
- Potential incorporation of local drainage features with added water quality benefit.

Orange Blossom Estates:

- Roadway Flooding
- Poorly Draining Soils
- Impaired for heavy metals and phosphorus
- Potential incorporation of local drainage features with added water quality benefit.

Lake Placid:

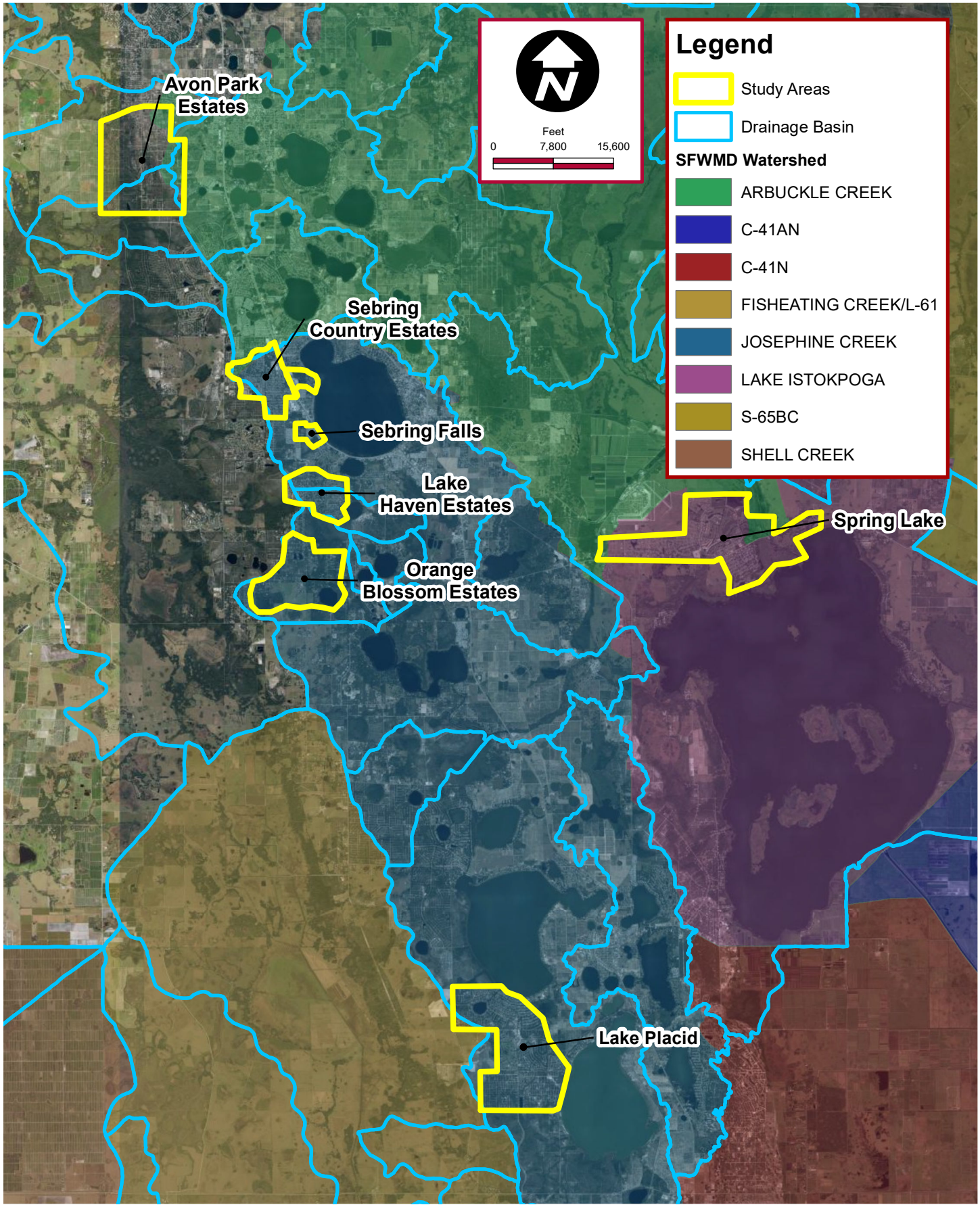
- Roadway Flooding
- June Canal is impaired by an undetermined pollutant
- Lake Placid is impaired for DO, TP, Copper, and Lead

Spring Lake:

- Roadway Flooding
- Aging and Damaged Infrastructure
- Impaired for Nitrogen, Chlorophyll-a, and Phosphorus

A2. SCHEDULE
Completion Date for Planning Documentation: One year from start of each planning study.

A3. COST
Same as listed on Inclusion Request – 1,750,000



M:\Marketing\Public Sector\Highlands County\2021 Drainage Studies\Highlands_County_Exhibit.mxd - 6/7/2021 4:23:07 PM - Joe.Mihalek

Kimley»Horn

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1412 Jackson Street, Suite 2, Fort Myers, FL 33901
Phone: 239 271 2650
www.kimley-horn.com CA 00000696

STUDY AREA MAP

Highlands County, FL

Scale: As Noted		June 2021	Exhibit 1

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Request approval of FY 21/22 State Housing Initiative Partnership Program (SHIP) funds of $429,461 along with Budget Amendment 21-22-010 and Resolution.**

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida counties based upon population. No revenue from local ad valorem taxes is used for these purposes.

Florida Housing Trust Fund disbursed approximately $146.7 million in SHIP funds for Fiscal Year 2021-2022. The State has allocated funds to Highlands County in the amount of $429,461.00 Phase 29 Fiscal Year 2021-2022. Funds will be expended through strategies approved under the Local Housing Assistance Plan (LHAP) covering that year. Budget Amendment 21-22-010 is being proposed to receive and appropriate a total of $429,461.00 awarded to Highlands County for FY 2021-2022.

RECOMMENDED ACTION

Move to approve FY 21/22 State Housing Initiative Partnership Program (SHIP) funds of $429,461 along with Budget Amendment 21-22-010 and Resolution.

FISCAL IMPACT

The Fiscal Impact is an increase to Fund 166 (SHIP) for FY 2021-2022 in the amount of $429,461, which $386,514.90 is being appropriated into cost center 5367 and $42,946.10 into cost center 5366 (SHIP Phase 29).

Attachments: 21-22-010 SHIP Project 20366 (BA).pdf
21-22-010R Proj 20366 SHIP PH 29 FY 21-22 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 3, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/11/2021** SUBMITTED BY: **Lucy Castillo**

FUND(S): **166** FUND TITLE(S): **SHIP** COST CENTER(S) #: **5366; 5367**

PROJECT(S) #: **20366** PROJECT TITLE(S): **SHIP PH 29 FY 21-22** COST CENTER TITLE(S): **SHIP Adminsitrative; SHIP Program**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	166		3345700Z	Proj. Lower Income Housing Asst	20366	0.00	429,461.00		429,461.00
E	166	5366	54900Z	Proj. Other Charges and Obligations	20366	0.00	42,946.10		42,946.10
E	166	5367	54909Z	Proj. Down Payment Assistance	20366	0.00	100,000.00		100,000.00
E	166	5367	54910Z	Proj. Rehabilitation	20366	0.00	90,000.00		90,000.00
E	166	5367	54911Z	Special Needs/Rental Dev.	20366	0.00	25,000.00		25,000.00
E	166	5367	54935Z	Proj. Emg. Home Repairs	20366	0.00	10,000.00		10,000.00
E	166	5367	54937Z	Proj. Foreclosure Intervention	20366	0.00	11,514.90		11,514.90
E	166	5367	54942Z	Emg. Housing Assistance	20366	0.00	150,000.00		150,000.00

REASON: **To record the State Housing Initiatives Partnership program grant award received in August 3, 2021 for grant years 7/1/21 - 6/30/24 and allocate the FY 21-22 budget to pay for expenses associated with the SHIP Program.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 21-22-010

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 21-22-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUND

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

WHEREAS, the following budget amendment is necessary and proper within the SHIP Fund; and

WHEREAS, to appropriate program income in the amount of $429,461.00 into Project 20366 SHIP Phase 29 FY 21-22 which will fund the necessary activities and programs from 7/1/21 thru 6/30/2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that the budget amendment 21-22-010 as attached is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Court

Approved as to Budgetary Requirements

_____
OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

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

SUBJECT/TITLE: **To transfer of $375,000 surplus from the Dental Fund to the Health Fund and to increase Board of County Commissioner employer contributions by $500,000, for all covered entities, to the Health Fund.**

STATEMENT OF ISSUE

Claims in the Health Insurance Fund have exceeded employer and employee contributions as of 9/30/2021. This has caused a deficit in the Employee Benefit Fund (Health & Dental combined). Management is recommending to increase the expense in various funds/departments by $500,000 and to transfer $375,000 of surplus from the Dental Fund to the Health Insurance Fund. This transfer of $375,000 was approved by the Health Insurance Advisory Committee on 11/4/21.

RECOMMENDED ACTION

Move to approve transfer of $375,000 surplus from the Dental Fund to the Health Fund and to increase Board of County Commissioner employer contributions by $500,000 to the Health Fund.

FISCAL IMPACT

The fiscal impact to the 20/21 budget $500,000.

Attachments: Highlands County 9.30.21 Unaudited Employee Benefit Fund - Ver2.pdf

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF NET POSITION
EMPLOYEE BENEFIT FUND
SEPTEMBER 30, 2021
UNAUDITED

UNAUDITED

ASSETS	Total	Dental	Health
Cash & Investments	$ 1,260,489.51	$ 73,121.59	$ 1,187,367.92
Accounts Receivable	27,140.63	1,035.08	26,105.55
Total Assets	1,287,630.14	74,156.67	1,213,473.47
LIABILITIES			
Wellness Payable	11,993.30	-	11,993.30
Admin Payable	354.80	-	354.80
Claims Payable	690,897.00	26,051.00	664,846.00
Deposits	25,416.52	4,540.37	20,876.15
Deferred Revenues	532,500.98	21,667.20	510,833.78
Total Liabilities	1,261,162.60	52,258.57	1,208,904.03
TOTAL NET POSITION	$ 26,467.54	$ 21,898.10	$ 4,569.44

See footnotes on Statement of Revenues, Expenses and Changes in Net Position regardir transactions that are pending Board approval.
Updated on 11/03/2021 for Wakely adjustments

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
EMPLOYEE BENEFIT FUND
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021
UNAUDITED

	Total	Dental	Health
OPERATING REVENUES			
Employee's Contributions	$ 363,818.17	$ 39,191.25	$ 324,626.92
Employer's Contributions	11,198,451.19	435,345.40	10,763,105.79
Misc Revenue	521,196.10	-	521,196.10
Total Revenues	12,083,465.46	474,536.65	11,608,928.81
OPERATING EXPENSES			
Administrative Expense	1,285,683.57	36,851.87	1,248,831.70
Claims Expense	11,736,349.61	425,421.74	11,310,927.87
Promotional Activities (Wellness)	19,746.00	-	19,746.00
Other Charges & Obligations	28,994.55	-	28,994.55
Total Operating Expenses	13,070,773.73	462,273.61	12,608,500.12
Operating Income (Loss)	(987,308.27)	12,263.04	(999,571.31)
NONOPERATING REVENUES			
Net Change in FV of Investments	19,304.70	8,448.76	10,855.94
Total Nonoperating Revenues	19,304.70	8,448.76	10,855.94
OTHER FINANCING SOURCES (USES)			
Transfers In (Out)	-	(375,000.00)	375,000.00
Total Other Financing Sources (Uses)	-	(375,000.00)	375,000.00
Change in Net Position	(968,003.57)	(354,288.20)	(613,715.37)
Net Position, September 30, 2020	994,471.11	376,186.30	618,284.81
Total Net Position, September 30, 2021	$ 26,467.54	$ 21,898.10	$ 4,569.44

UNAUDITED

* Includes $500,000 additional revenue to be paid by Board funds - pending Board approval
** Includes funding transfer of $375,000 - pending Board approval
Updated on 11/03/2021 for Wakely adjustments

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER:	**Tanya Cannady, Business Services Director** **Ric Fleeger, Parks & Facilities Director**
SUBJECT/TITLE:	**Approve repairs up to $10,000 for the Venus Clubhouse and allow the public opportunity to use the Clubhouse located at 41 Venus Clubhouse Rd.,**

STATEMENT OF ISSUE

The Venus community has expressed they want an opportunity to use the Clubhouse again. Several years ago, the Venus Clubhouse was renovated by the County with the exception of the air conditioning unit. It has remained unoccupied for over 4 years and County staff is recommending to make the necessary repairs for public use and/or rent of the Clubhouse. There is currently not a funding district in place. The residents have organized and expressed intentions to privately raise funds to cover the annual cost of operating the clubhouse. Staff recommends to monitor this process over the next year, and if adequate finding is not raised then look to implement a funding district.

RECOMMENDED ACTION

Move to approve repairs up to $10,000 for the Venus Clubhouse and allow the public opportunity to use the Clubhouse located at 41 Venus Clubhouse Rd.20

FISCAL IMPACT

Fiscal impact to the General Fund not to exceed $10,000 in repairs. Additional costs will include annual operating dollars from the general fund for upkeep of the clubhouse, which are currently coming from the Fire Assessment.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Board consideration of excess funds from the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) from FY 19/20**

STATEMENT OF ISSUE

County staff received a copy of the financial statement for the Sebring Regional Airport and Industrial Park Community Redevelopment Agency for the period ending on September 30, 2020. The report was accompanied with a request for the item to be placed on a Board agenda for acceptance. In reviewing the financial statements, staff noticed the auditors statement that "there is no documented plan in place for excess funds remaining at the end of the year, as required by Florida Statutes, Section 163.387(7)." In this case, "end of year" refers to the end of the fiscal year for that period which was September 30, 2020. Staff corresponded back and forth on this issue with the staff for the Sebring Airport Authority (SAA), who completed the reports for the CRA as well. It was determined that SAA staff (on behalf of the CRA) did not comply with statute and related to assigning excess funds of approximately $1.8 million into projects before the end of their fiscal year. In a subsequent meeting, FY 2021, the SAA/CRA Board met and moved the dollars into three projects, including a roadway project for Haywood Taylor, one for Webster Turn, and a runway expansion project. Pursuant to the statute, the Board of County Commissioners may choose to allow the excess funds to remain committed to these designated projects or it may elect to pull the money out of the CRA and into the county general fund for use as it deems appropriate.

RECOMMENDED ACTION

Provide direction to staff on disposition of excess funds: Options include to leave the funding with the CRA or to pull the funds into the County general fund

FISCAL IMPACT

Potential Fiscal Impact of a positive $1,800,000 to the General Fund, Fund 005.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Melony Culpepper, Planning and Zoning Manager**

SUBJECT/TITLE: **Presentation on the redistricting of the Board of County Commissioners' Districts based on the 2020 Census Data.**

STATEMENT OF ISSUE

The 2020 decennial census is now complete. That triggers a responsibility of the Board of County Commissioners to review the commissioner districts in light of the census data, and to make changes required by law. Specifically, (1) article VIII, section (1)(e) of the Florida Constitution provides that "after each decennial census the board of county commissioners shall divide the county into districts of contiguous territory as nearly equal in population as practicable," and (2) section 124.01, Florida Statutes provides that "there shall be five county commissioners' districts in each county, which shall be numbered one to five, inclusive, and shall be as nearly equal in proportion to population as possible." Section 124.01 goes on to say that changes in county commissioner districts "shall be made only in odd-numbered years". The Board should complete the redistricting process before the end of 2021.

RECOMMENDED ACTION

Direct Staff to proceed with the appropriate option.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Analysis.pdf
2020 District Populations.pdf
Draft Redistricting Maps.pdf

STAFF ANALYSIS:

The County has utilized the following generally accepted measures for redistricting in the past:

- The districts shall be equal in population to each other within a range of 5% over or under the mean or ideal population. Highlands County's 2020 Census population is 101,235. This equates to a mean or ideal district population of 19,757 (101,235 divided by 5 districts).
- The district boundaries shall, as much as possible, not divide a political subdivision, a neighborhood, or areas of similar nature.
- The district boundaries shall be discernable by identifiable features on the ground, i.e., a street or a railroad.
- The districts shall be contiguous and as compact as practical.
- Census blocks should be utilized when redistricting, which may impact some of the above generally accepted measures.

All districts, except District 4 grew in population between the 2010 and the 2020 Census. However, District 3 grew at a disproportionately larger rate.

District	County Commissioner	2010 Census Population	2020 Census Population	Growth	Percent Growth
1	Kevin Roberts	19,147	19,171	24	0.13%
2	Kathy Rapp	20,045	20,743	698	3.36%
3	Scott Kirouac	20,175	21,327	1152	5.40%
4	Arlene Tuck	19,782	19,579	-203	-1.04%
5	Chris Campbell	19,637	20,415	778	3.81%

An analysis of the 2020 Census population utilizing the current district boundaries revealed the following:

Current District	2020 Census Population	Ideal District Population	Absolute Deviation	Deviation Percentage Variance
1	19,171	20,247	1,076	5.31%
2	20,743	20,247	496	2.45%
3	21,327	20,247	1,080	5.33%
4	19,579	20,247	668	3.30%
5	20,415	20,247	168	0.83%

The population for Districts 1 and 3 is 5.31% and 5.33%, respectively, larger than the "ideal district population" and is outside of the County's accepted practice of a 5% deviation limit.

Option 1 Proposed Districts

District Boundaries were redrawn adjusting population from all. This scenario is successful in minimally dividing political subdivisions, maintaining neighborhood integrity, and meets the population deviation target of not more than 5%. The following chart illustrates the populations and resulting deviations from the ideal number.

Proposed District	2020 Census Population	Ideal District Population	Absolute Deviation	Absolute Deviation Percentage Variance
1	20,425	20,247	178	0.88%
2	19,526	20,247	721	3.56%
3	20,998	20,247	751	3.71%
4	20,129	20,247	118	0.58%
5	20,157	20,247	90	0.44%

Option 2 Proposed Districts

This scenario also adjusts the population from all districts and is successful in minimally dividing political subdivisions, maintaining neighborhood integrity, and meets the population deviation target of not more than 5%. This option is provided as an alternative to option 1; it encompasses less of the area that was recently annexed into the City of Avon Park. The following chart illustrates the populations and resulting deviations from the ideal number.

Proposed District	2020 Census Population	Ideal District Population	Absolute Deviation	Absolute Deviation Percentage Variance
1	19,325	20,247	922	4.55%
2	20,519	20,247	272	1.34%
3	21,105	20,247	858	4.24%
4	19,649	20,247	598	2.95%
5	20,637	20,247	390	1.93%

Staff recommends using Option 1 for redistricting as it encompasses all of the incorporated area of Avon Park within the boundary of District 1, it adds the remainder of the Lake Sebring subdivision into District 2, and the deviation percentages are smaller.

District	County Commissioner	School Board Member	2010 Population	2020 Population	Average Population	Absolute Deviation	Deviation Percentage Variance	Minority Population	Difference between Largest & Smallest	Deviation Percentage Variance
1	Kevin Roberts	Isaac Durrance	19,147	19,171	20,247	1,076	5.31%	8,487	2,156	10.65%
2	Kathy Rapp	Donna Howerton	20,045	20,743	20,247	496	2.45%	4,523		
3	Scott Kirouac	Jan Shoop	20,175	21,327	20,247	1,080	5.33%	7,457		
4	Arlene Tuck	William "Bill" Brantley II	19,782	19,579	20,247	668	3.30%	5,276		
5	Chris Campbell	Jill Compton Twist	19,637	20,415	20,247	168	0.83%	3,943		
Total			98,786	101,235				29,686		

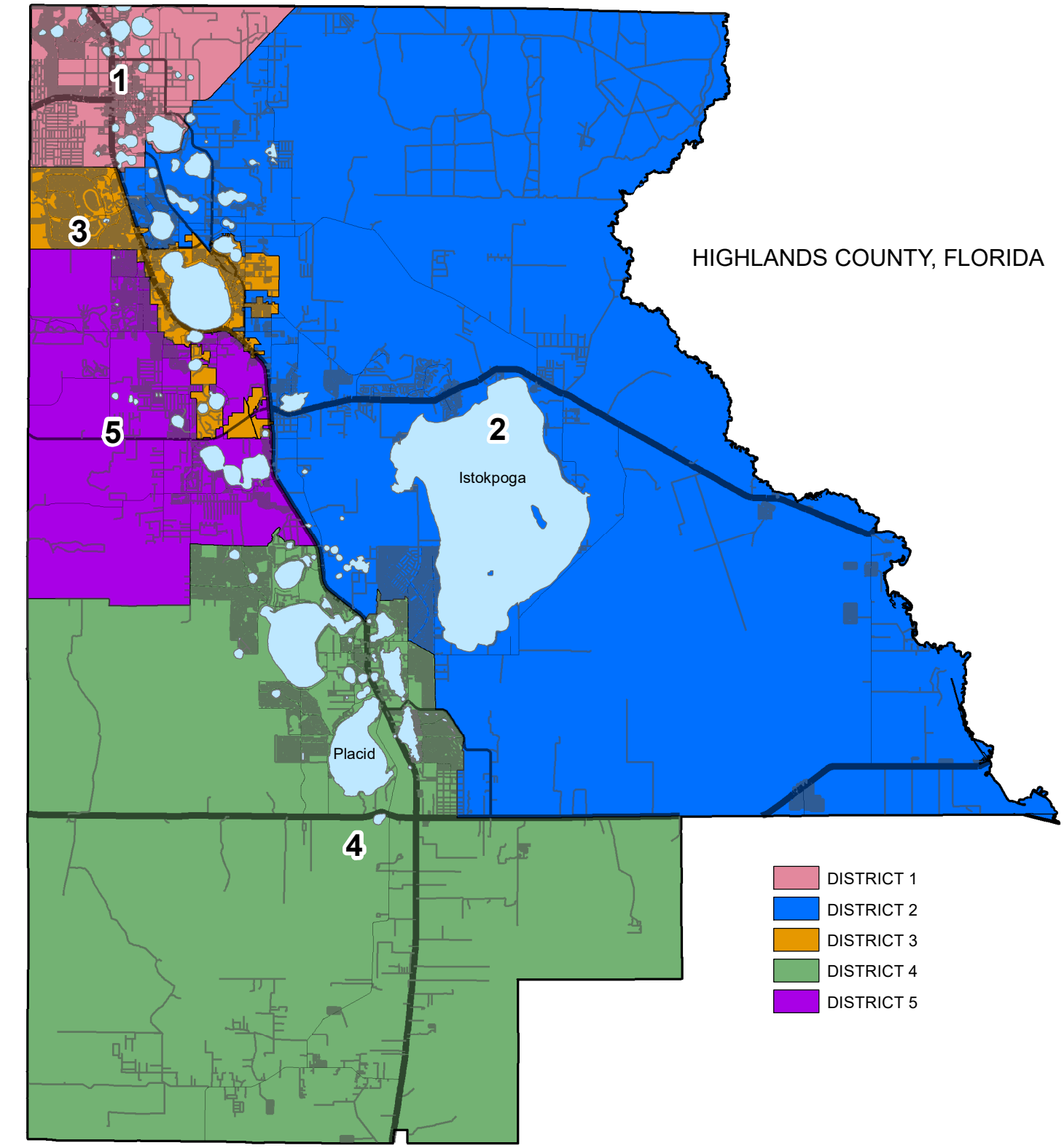
Option 1 Proposed Districts

District	County Commissioner	School Board Member	2010 Population	2020 Population	Average Population	Absolute Deviation	Deviation Percentage Variance	Minority Population	Difference between Largest & Smallest	Deviation Percentage Variance
1	Kevin Roberts	Isaac Durrance	19,147	20,425	20,247	178	0.88%	8,630	1,472	7.27%
2	Kathy Rapp	Donna Howerton	20,045	19,526	20,247	721	3.56%	4,430		
3	Scott Kirouac	Jan Shoop	20,175	20,998	20,247	751	3.71%	7,306		
4	Arlene Tuck	William "Bill" Brantley II	19,782	20,129	20,247	118	0.58%	5,342		
5	Chris Campbell	Jill Compton Twist	19,637	20,157	20,247	90	0.44%	3,978		
Total			98,786	101,235				29,686		

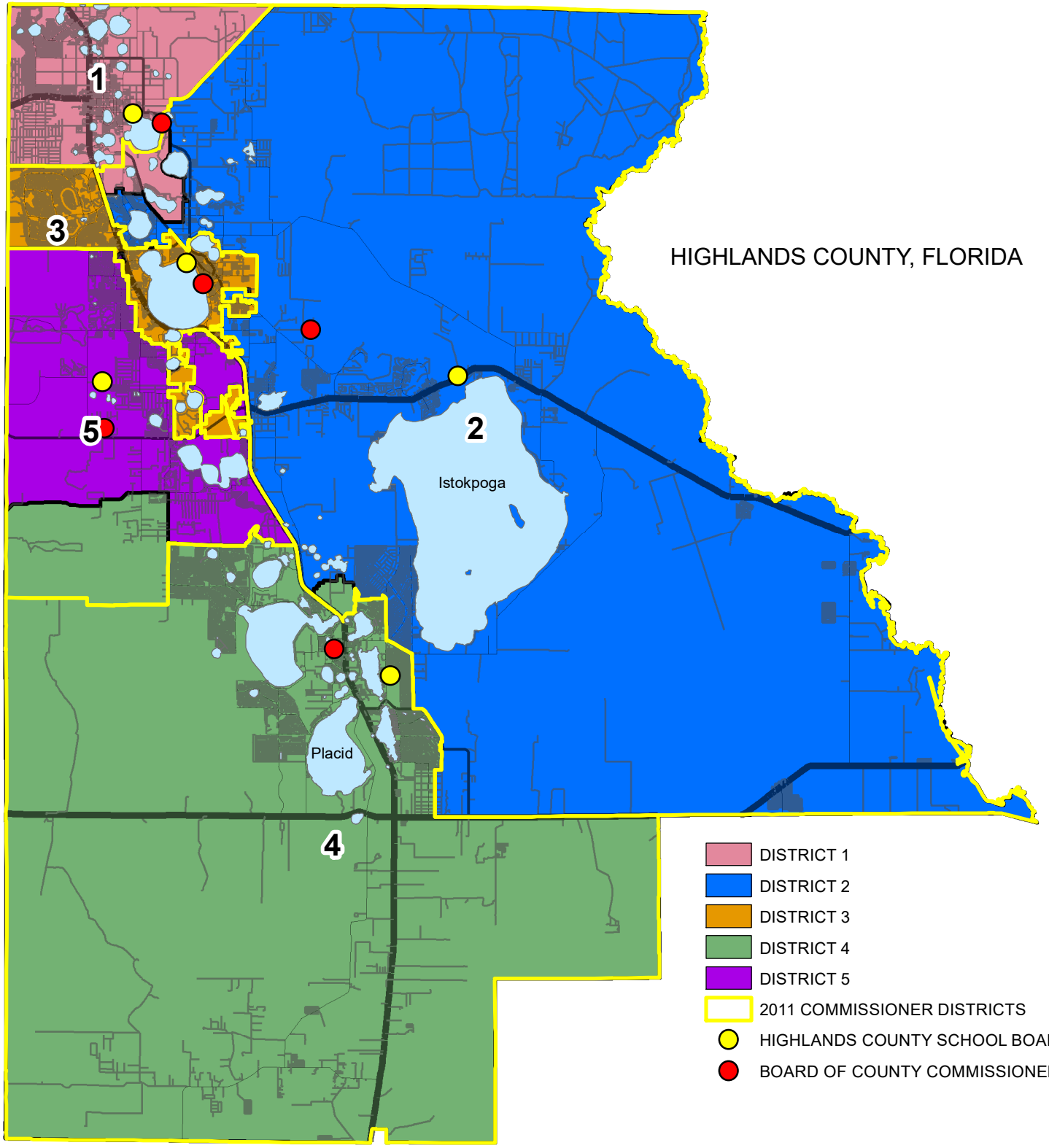
Option 2 Proposed Districts

District	County Commissioner	School Board Member	2010 Population	2020 Population	Average Population	Absolute Deviation	Deviation Percentage Variance	Minority Population	Difference between Largest & Smallest	Deviation Percentage Variance
1	Kevin Roberts	Isaac Durrance	19,147	19,325	20,247	922	4.55%	8,504	1,780	8.79%
2	Kathy Rapp	Donna Howerton	20,045	20,519	20,247	272	1.34%	4,502		
3	Scott Kirouac	Jan Shoop	20,175	21,105	20,247	858	4.24%	7,360		
4	Arlene Tuck	William "Bill" Brantley II	19,782	19,649	20,247	598	2.95%	5,280		
5	Chris Campbell	Jill Compton Twist	19,637	20,637	20,247	390	1.93%	4,040		
Total			98,786	101,235				29,686		

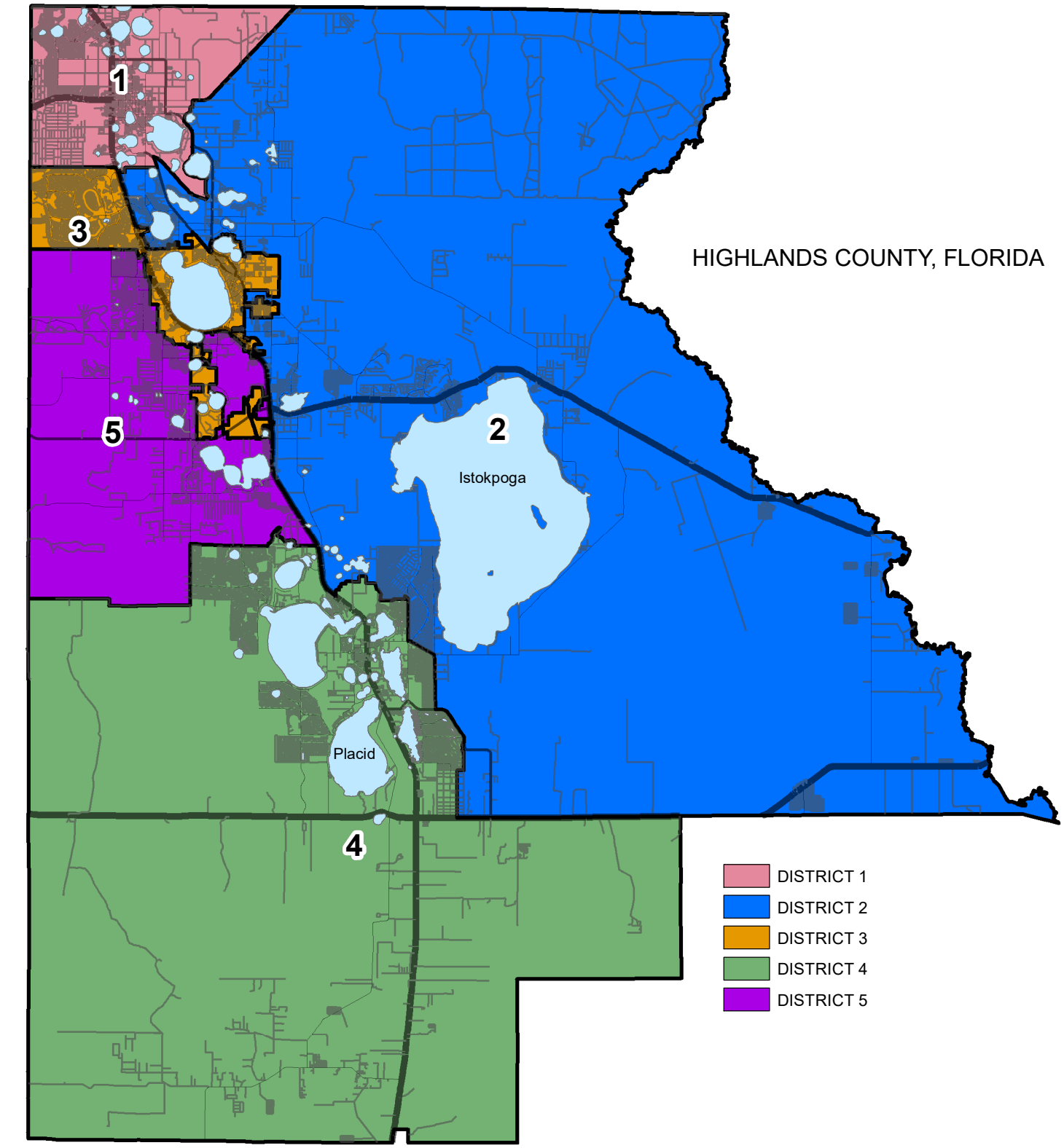
2011 COUNTY COMMISSIONER DISTRICTS

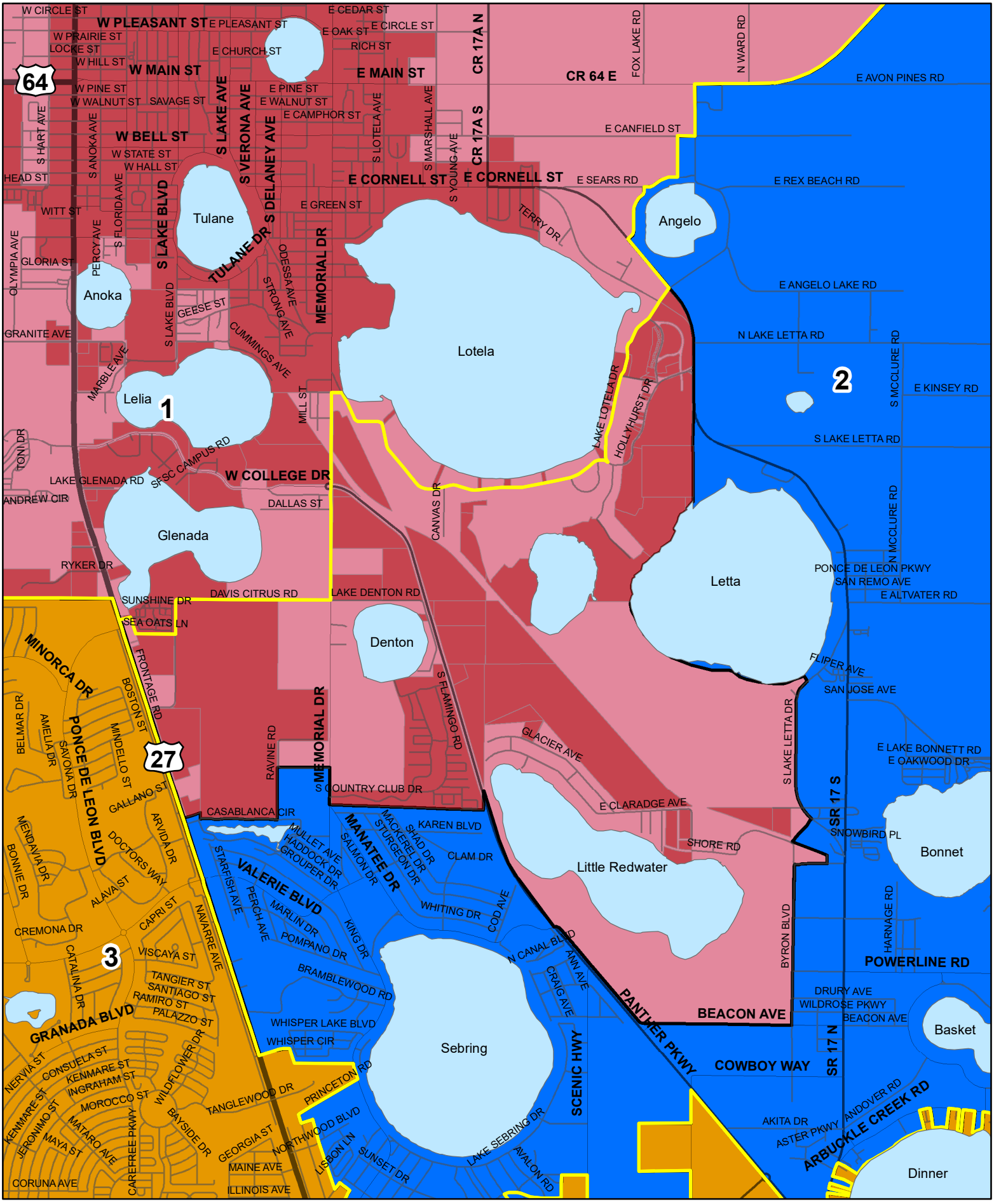


2021 PROPOSED COUNTY COMMISSIONER DISTRICTS



OPTION 2
2021 PROPOSED COUNTY COMMISSIONER DISTRICTS

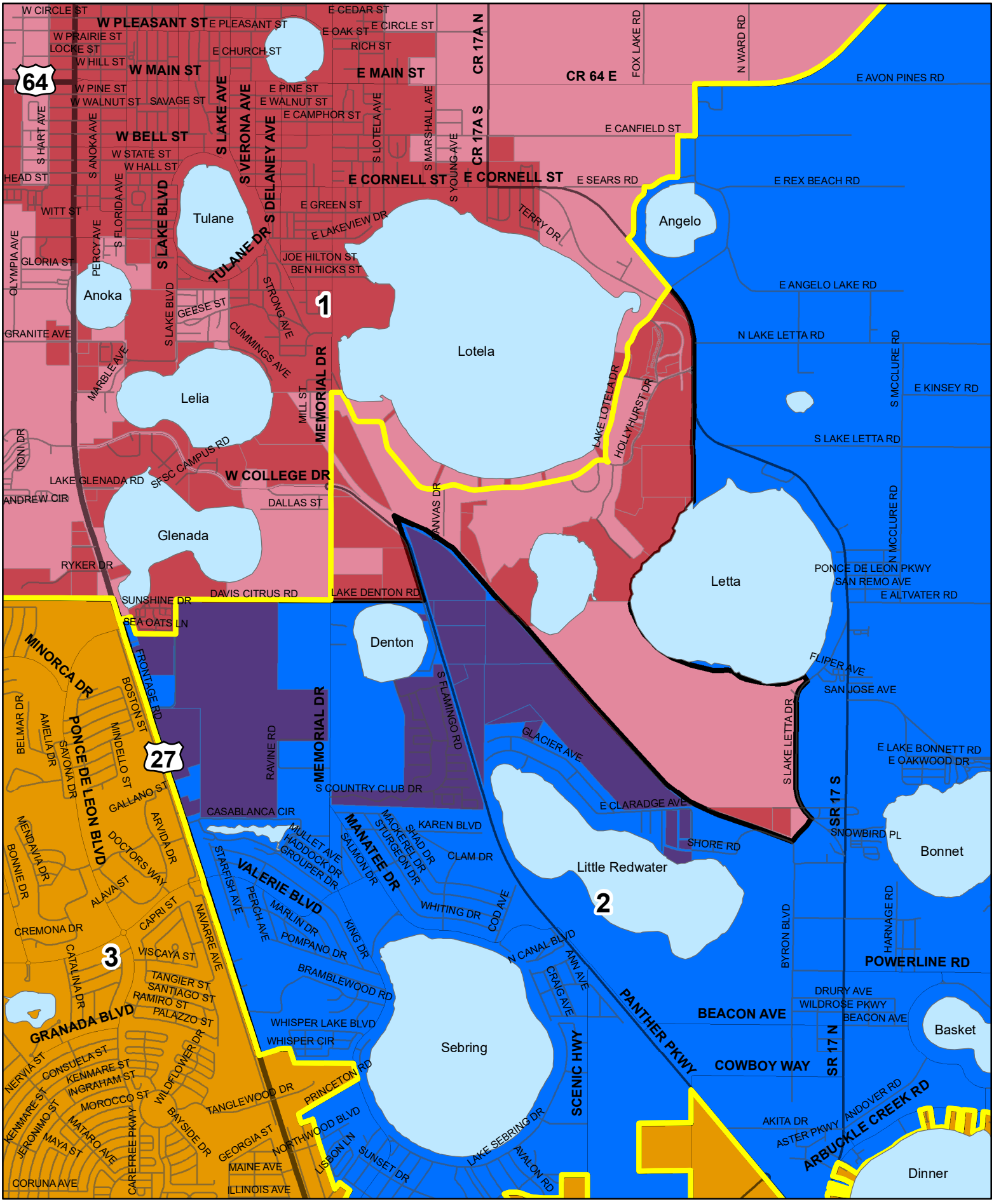




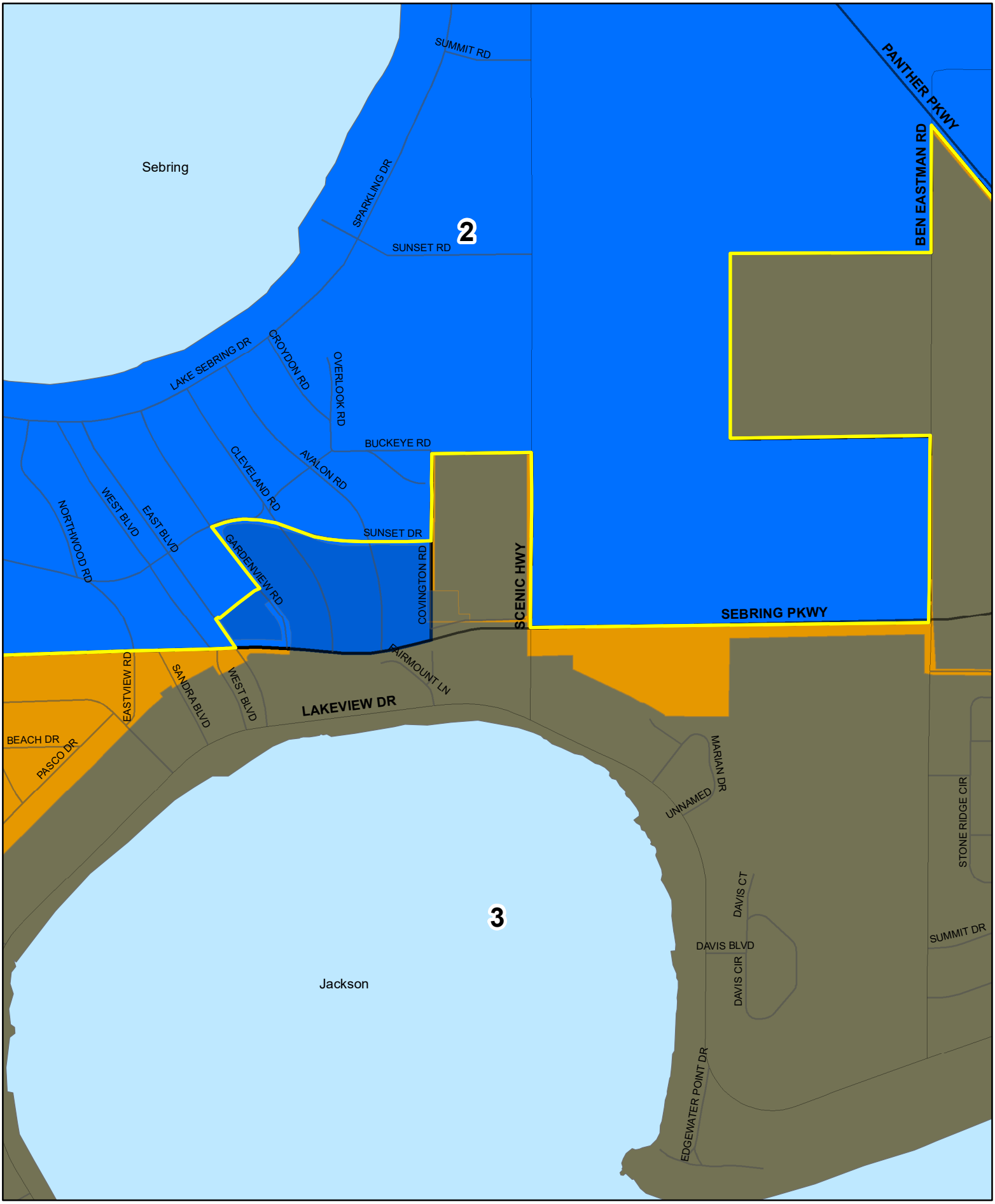
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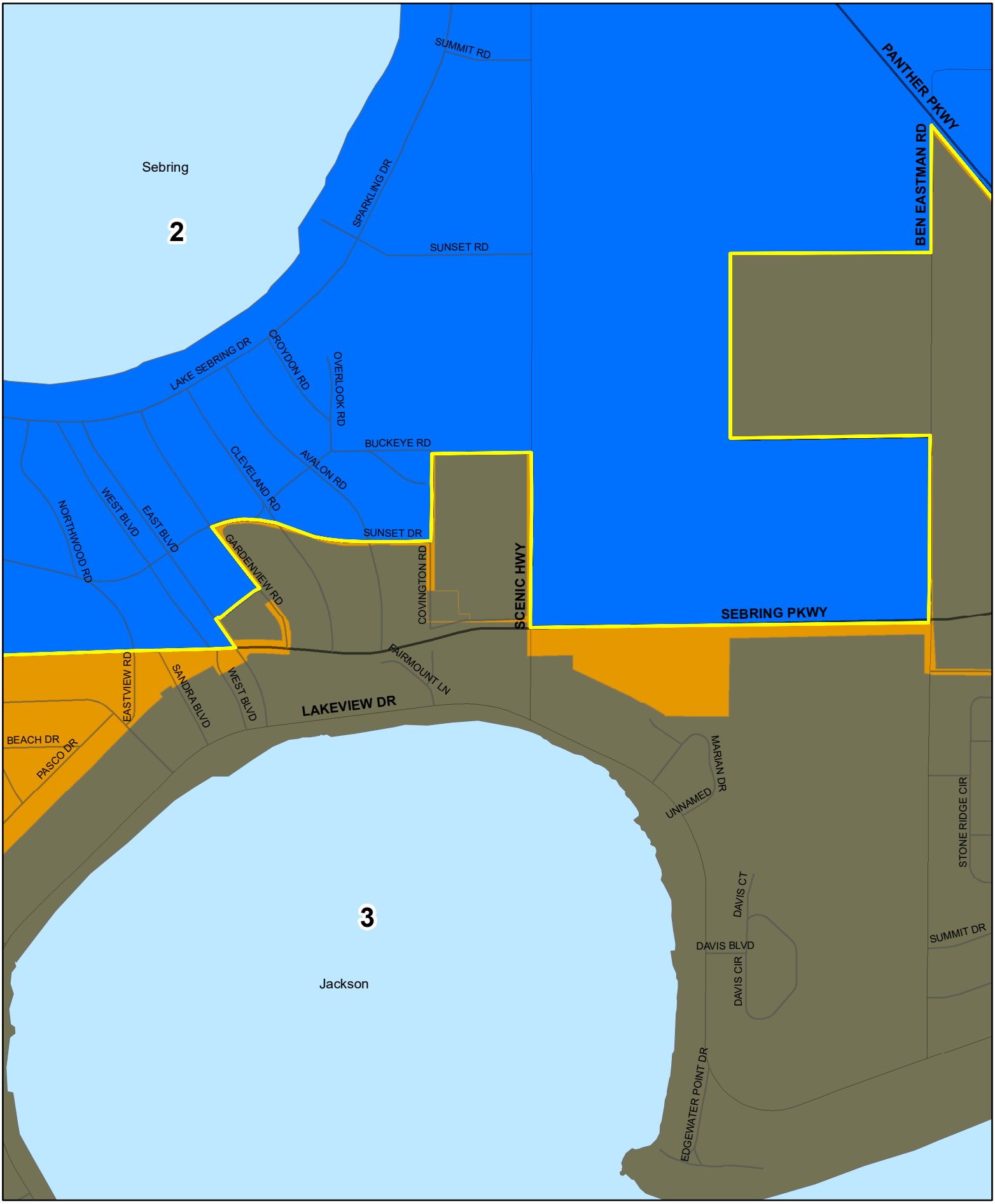
0 0.55 1.1 Miles

PROPOSED
AVON PARK ANNEXED AR 402



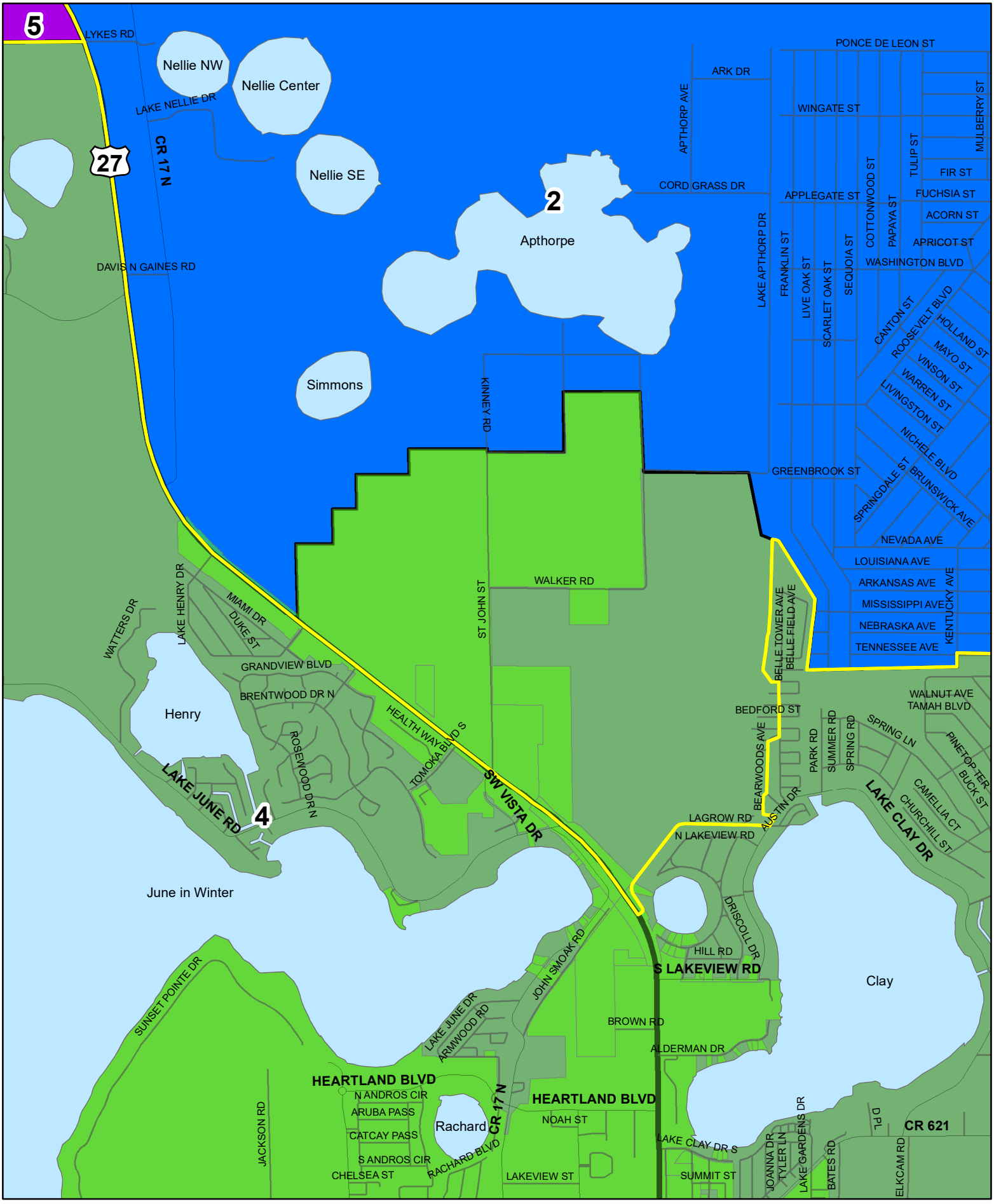
OPTION 2
AVON PARK ANNEXED AR 403


Sebring
SUMMIT RD
SPARKLING DR
2
SUNSET RD
PANTHER PKWY
BEN EASTMAN RD
LAKE SEBRING DR
CROYDON RD
OVERLOOK RD
BUCKEYE RD
CLEVELAND RD
AVALON RD
NORTHWOOD RD
WEST BLVD
EAST BLVD
SUNSET DR
GARDENVIEW RD
COVINGTON RD
SCENIC HWY
SEBRING PKWY
FAIRMOUNT LN
EASTVIEW RD
SANDRA BLVD
WEST BLVD
LAKEVIEW DR
BEACH DR
PASCO DR
MARIAN DR
UNNAMED
STONE RIDGE CIR
DAVIS CT
SUMMIT DR
DAVIS BLVD
DAVIS CIR
3
Jackson
EDGEWATER POINT DR
N
Miles
0
0.15
0.3
PROPOSED
LAKE SEBRING NEIGHBORHO
404

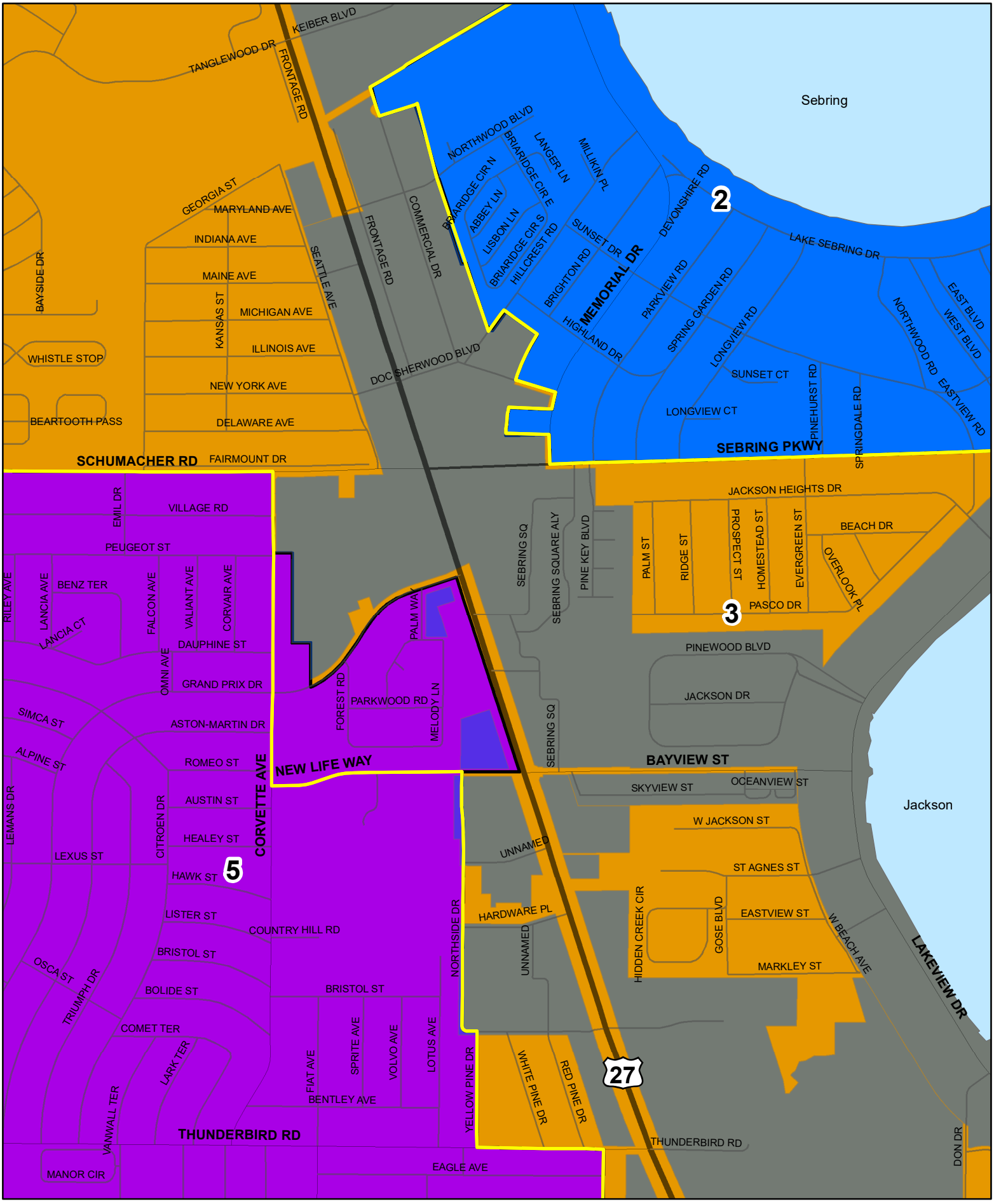


OPTION 2

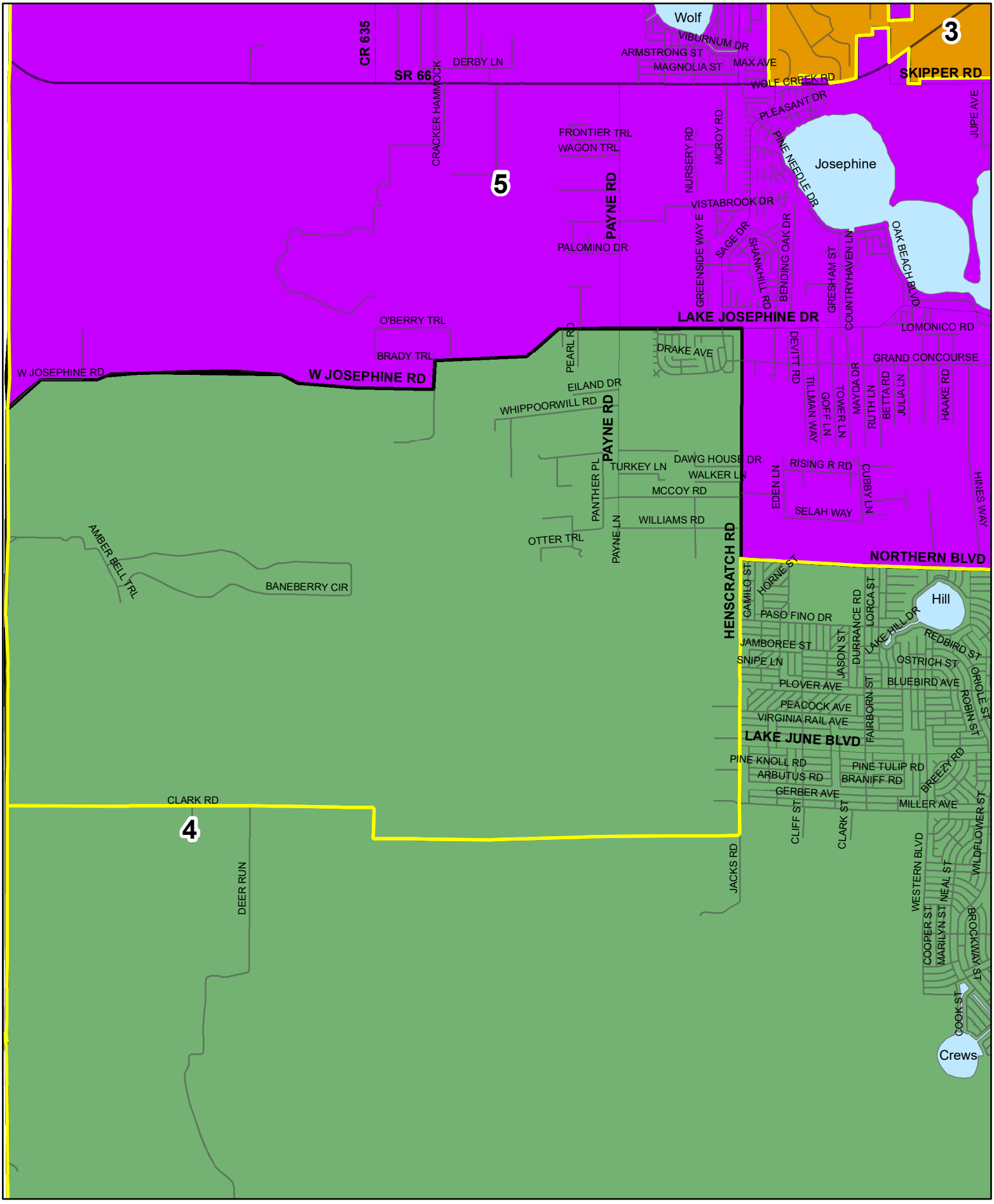
LAKE SEBRING NEIGHBORHO



PROPOSED
LAKE PLACID ANNEXED AR 406



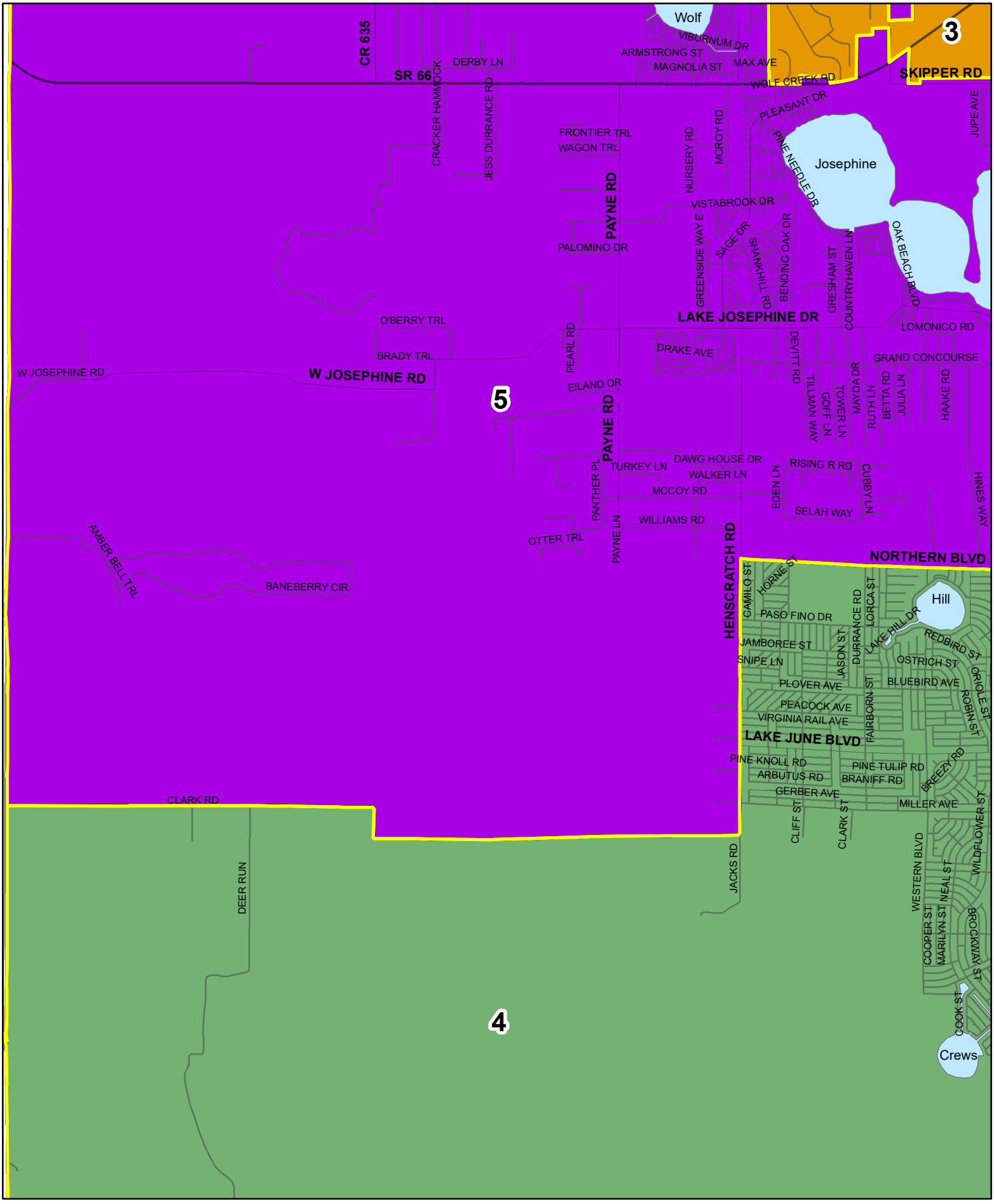
PROPOSED
GRAND PRIX HEIGHTS
SEBRING COUNTRY ESTATES/SEBRING HIL 407



N

0 0.95 1.9 Miles

PROPOSED
RURAL TRACTS BETWEEN
DISTRICTS 4 AN


Wolf
VIBURNUM DR
ARMSTRONG ST
MAGNOLIA ST
MAX AVE
WOLF CREEK RD
3
SKIPPER RD
CR 635
SR 66
DERBY LN
CRACKER HAMMOCK
JESS DURRANCE RD
FRONTIER TRL
WAGON TRL
NURSERY RD
MCROY RD
PLEASANT DR
PINE NEEDLE DR
Josephine
JUPE AVE
PAYNE RD
VISTABROOK DR
GREENSIDE WAY E
SAGE DR
SHANKHILL RD
BENDING OAK DR
GRESHAM ST
COUNTRYHAVEN LN
OAK BEACH BLVD
PALOMINO DR
O'BERRY TRL
LAKE JOSEPHINE DR
LOMONICO RD
BRADY TRL
PEARL RD
DRAKE AVE
DEVITT RD
GRAND CONCOURSE
W JOSEPHINE RD
EILAND DR
TILLMAN WAY
GOFF LN
TOWER LN
MAYDA DR
RUTH LN
BETTA RD
JULIA LN
HAAKE RD
5
DAWG HOUSE DR
RISING R RD
TURKEY LN
WALKER LN
EDEN LN
CUBBY LN
HINES WAY
MCCOY RD
SELAH WAY
PANTHER PL
WILLIAMS RD
OTTER TRL
PAYNE LN
AMBER BELL TRL
BANEBERRY CIR
HENSCRATCH RD
NORTHERN BLVD
CAMILO ST
HORNE ST
Hill
PASO FINO DR
LORCA ST
DURRANCE RD
LAKE HILL DR
REDBIRD ST
JAMBOREE ST
JASON ST
SNIPE LN
OSTRICH ST
ORIOLE ST
PLOVER AVE
BLUEBIRD AVE
ROBIN ST
PEACOCK AVE
FAIRBORN ST
VIRGINIA RAIL AVE
LAKE JUNE BLVD
PINE KNOLL RD
PINE TULIP RD
BREEZY RD
ARBUTUS RD
BRANIFF RD
GERBER AVE
MILLER AVE
CLARK RD
CLIFF ST
CLARK ST
WILDFLOWER ST
JACKS RD
DEER RUN
WESTERN BLVD
NEAL ST
COOPER ST
MARILYN ST
BROADWAY ST
COOK ST
4
Crews
N
Miles
0
0.95
1.9
OPTION 2
RURAL TRACTS BETWEEN
DISTRICTS 4 AN

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

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 8 ,2021.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: COUNTY ATTORNEY LOG 2.pdf

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 8	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS-waiting on additional information
2	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Drafts prepared/mtgs. set
3	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
4	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
5	Priority 7	Tanya Cannady	Review MOU with University of Florida	Assigned-SS/under review
7	Priority 7	Sarah Albritton	Review Lincoln Heights Park Lease Agreement	Assigned SS/Under review
8	Priority 4	Clinton Howerton	Sebring Parkway Maintenance Agreement	Assigned SS/Under review
9	Priority 7	David Nitz	Tract J project	SS-Need more info
10	Priority 4	Karen Lepera	Community Garden in Special District	SS/MR-Need more info
11	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
12	Priority 4	Liz Barber	American Rescue Plan Act Funds Interlocal	SS-Under review
13	Priority 4	Clinton Howerton Leah Sauls	Lot Splitting	SS-under review
14	Priority 4	Karen Disalvo	TDC Event Grant Contracts- Soda Fest & CGT Women's Invitational	MR-Under review
15	Priority 5 &7	Clinton Howerton	Recycling Site Agreement Interlocal	SS-under review
16	Priority 4	Casey Hartt	Sebring Multisport MOT Amendment to Agreement	MR-under review
17	Priority 4	Sandra Vazquez	5-year Capital Improvement Schedule	SS-FINISHED
18	Priority 7	Liz Barber	ARPA Interlocal	SS-Under review

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER: **Randy Vosburg, 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 2, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Project Updates (FINAL) 11.16.2021.pdf
Status - Commissioner's Priorities (FINAL) 11.16.2021.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Road & Bridge - Engineering	Memorial Drive Culvert Replacement and Extension PROJECT	Working with consultant for dewatering portion	Bid Project	On going
6	Engineering	Heron St. Roadway Improvements - Project #18007	Held Pre-Construction Meeting	Tentative Start of Construction	1/10/2022
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Complete	Bid Project	12/20/2021
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	FDOT approved additional funding to cover project cost and CEI.	Contractor & FDOT approval of revised contract.	11/16/2021
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Approval of 100% plansby FDOTand preparation of BID documents.	Approval of BID documents	12/3/2021
10	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also continuing to work with marketing firm to implement marketing/communications plan. Looking into infrastructure grant opportunities for strategic site development. Finalized review of the Broadband Feasibility Study, now researching best steps to move forward implementing. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure.	Ongoing
11	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
12	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

13	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve 3 stations having 2-fire staff along with 2-EMS staff.. 2 new ambulances received in 2021, 4 new ambulances and 1 chassis re-mount on order. 2 new custom and 1 commercial Fire Apparatus received in 2021. 1 commercial and 1 Air/Light apparatus on order. We are awaiting ETA's on deliver of the ambulance and fire apparatus due to supply chain issues and chassis delays. Construction and planning continues on five stations. HQ and Desoto City VFD St#18 projects complete. awaiting updated specifications from vendor for water storage tank and pump at St#45, then ITB.	Continuing project management and follow up.	Ongoing
14	Sarah Albritton/ Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Met with animal control staff to determine new scope. Forwarded notes to architect; pending meeting with architect to design animal only shelter on site. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
15	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	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	Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. Hospital has rebranded and is now HCA Florida Highlands Hospital.	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 completed for all locations, besides City of Sebring, and hydraulic modeling has commmenced.	Kimley-Horn working on suggested next steps/deliverables for ongoing efforts and implementation. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Next deliverables will include draw down tests for City of Sebring and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	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.	Negotiating locations with Avon Park and Sebring; awaiting interlocal agreement with Lake Placid for collection center sites.	Ongoing
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	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 16, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from November 2-16, 2021

Attachments: