

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, December 06, 2022
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, December 6, 2022, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Industrial Development Authority and Highlands County Economic Development Commission will hold a general board meeting on Wednesday, December 7, 2022, at 7:30 a.m. at the Jack Stroup Civic Center, 355 W. Center Ave., Sebring

The Highlands County Code Enforcement Special Magistrate Thomas S. Dolney will hold a hearing at 1:30 p.m., on Wednesday, December 7, 2022, in the Board Room, 600 S. Commerce Ave., Sebring

The Healthy Families Highlands Advisory Board Subcommittee of Children’s Services Council will hold an advisory board meeting at 9:00 a.m., on Tuesday, December 13, 2022, at 7205 S. George Blvd., Sebring

The Children’s Services Council will hold a general body meeting on Wednesday, December 14, 2022, at 8:00 a.m., in the Commissioners Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Purchasing Department will hold a Non-Mandatory Pre-Bid meeting to discuss RFP No.: 22-024-LLK County-wide Broadband Highlands County Project 20072 on Thursday, December 15, 2022, at 1:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., 2nd Floor, Sebring

The Board of Commissioners of the Highlands County Hospital District will hold a special meeting on Thursday, December 15, 2022, at 1:30 p.m., in the Highlands County Board of County Commission Chambers, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *Presentation and Update on Federal Funding Plan*
Liz Barber, Legislative Affairs & Grants Coordinator
No fiscal impact.
[MM-FY22-23 Highlands County_Board of County Commissioners Memo.pdf](#)

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request approval of a New Event Tourist Development Grant in the amount of \$6,000.00 per year for years 2022 and 2023 for the Citrus Golf Trail Ladies Invitational per the recommendation of the Tourism Development Council.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget. This item was approved in the Tourist Development's budget for the FY22-23. The Citrus Golf Trail Ladies Invitational is eligible for up to \$6,000.00 from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
[CGT Ladies Grant Contract Executed.pdf](#)
- 8.B *Request approval of the Spartan Race & Spartan Kids World Championship - 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 22-23.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
The fiscal impact will be an estimated increase of \$13,974.00 to Fund 152 (Tourist Development) and will be appropriated in cost center 5305 (Marketing & Promotions).
[FSGrant_ContractSpartan_Race.pdf](#)
- 8.C *Request approval of the GFNY Florida Sebring- 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 22-23.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
The fiscal impact will be an estimated increase of \$2,291.00 to Fund 152 (Tourist Development) and will be appropriated in cost center 5305 (Marketing & Promotions).
[FSFGrantContractGFNY.pdf](#)
- 8.D *Request acceptance of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2021/2022 Resolution 22-03 and Budget Amendment C22-02*
Tanya Cannady, Business Services Director
[Resolution CRA 22-03 Approving BA C22-02.pdf](#)
- 8.E *Request approval of the Highlands County federally funded subaward and grant agreement for Hurricane Ian under Federal Emergency Management Agency (FEMA) passed-through the Florida Division of Emergency Management.*
Tanya Cannady, Business Services Director

The County will receive reimbursements for expenditures related to Hurricane Ian.
[Agreement702C76.pdf](#)

- 8.F *Job description and pay grade changes for Public Information Officer/Records Manager*
Laurie Hurner, County Administrator
No fiscal impact
[Public Information Officer Records Manager 11.22.2022.pdf](#)
- 8.G *Request adoption of Resolution 22-23-025R for Budget Amendment 22-23-025 to allocate Florida Department of Transportation (FDOT) revenue to Project 22011 – Highway Lighting.*
Clinton Howerton, Jr., P.E., County Engineer
[Proj 22011 Highway Lighting FY22-23 Resolution & BA Packet.pdf](#)
- 8.H *Request adoption of Budget Amendment 22-23-026 to realign funds from the TDC internal Reserves for Contingency (59900) to Promotional Activities (54800) within the 5305 Cost Center for Tourist Development - Marketing & Promotion for Digital Marketing and Content Storytelling agreement.*
Leah Sauls, Development Services Director
There is no fiscal impact to Fund 005 (General), as the request is to move \$173,760.00 from 5305/59900 (Reserves for Contingency) to 5305/54800 (Promotional Activities).
[22-23-026 5305 TDC Mktg & Promo Xfer from Reserves \(BA\).pdf](#)
- 8.I *Request approval to convert one full-time custodial position to a full-time Parks and Facilities Administrative Secretary position and approve the associated job description (Fund 005, Cost Center 2672).*
Lance Marine, Parks & Facilities Director
The fiscal impact is an increase to Fund 005 (General) in the amount of approximately \$7,000 annually and can be covered under current year budget by lapsed salaries and wages from vacant positions.
[Administrative Secretary \(104\)0118.docx](#)
- 8.J *Request adoption of Resolution 22-23-30 for Budget Amendment 22-23-024 to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals.*
Paul Blackman, Sheriff
The fiscal impact is a decrease to Fund 005 (General) and the overall budget in the amount of \$1,267.00. The estimated amount budgeted was slightly higher than the amount of the Grant that was awarded to the Sheriff.
[22-23-024 Project 22034 JAG 2022 \(BA\).pdf](#)
[22-23-024R Project 22034 JAG 2022 \(Resolution\).pdf](#)

9 COMMITTEE ASSIGNMENTS:

- 9.A *Request to remove Robert Farabee as a member of the Veterans Advisory Board.*
Denise Williams, County Veteran Service Officer
[VAB Bylaws 2009.pdf](#)
[VAB Farabee email-CVSO.pdf](#)
[VAB Farabee reply email Aug 2022-Martine.pdf](#)

[VAB sign in roster Aug~Nov 2022.pdf](#)

- 9.B *Request to appoint Robert Brooks to the Veterans Advisory Board.*
Denise D. Williams, CVSO
NO FISCAL IMPACT
[Robert Brooks VAB application.pdf](#)
[VAB Minutes November 4, 2022.pdf](#)

10 PUBLIC HEARING

- 10.A *Public Hearing to consider text amendments to the Highlands County Land Development Regulations, Florida pertaining to Agricultural Worker Housing.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
[Ag Worker Housing LDR Amendments Summary.pdf](#)
[Ordinance re. Agricultural Workforce Housing.pdf](#)
- 10.B *Request adoption of Resolution 22-23-33 to close a platted unnamed 20-foot alley at 91 Atherton Ave NW 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.*
Clinton Howerton Jr., P.E., County Engineer
[Resolution 22-23-33_VOR Packet_91 Atherton Ave.pdf](#)

11 ACTION AGENDA

- 11.A *Request approval of financial commitment in the amount of \$340,000 to be considered Local Government Areas of Opportunity Funding for the proposed Avon Park Apartments, an affordable 80-unit multi-family rental development, located at 911 W. State Street, Avon Park, FL.*
Ingra Gardner, Director of Community Programs
Lucy Castillo, Housing Coordinator
The fiscal impact is the commitment of an expenditure from Fund 166 (SHIP) FY 22/23 adopted budget in the amount of \$150,000 from the State Distribution (Account 54911Z (Special Needs/Rental Strategy) and \$190,000 from the Program Income which are funds the SHIP program receives from clients that payback SHIP loans from prior years. Total of \$340,000 from project 21366.
[Avon_Park_Apartments \(1\).pdf](#)
- 11.B *Request approval of revisions to the Bylaws of the Highlands County Board of County Commissioners Veterans Advisory Board (VAB).*
Denise Williams, County Veteran Service Officer
[VAB approved minutes August 2022.pdf](#)
[VAB Bylaws approval signatures April 2022.pdf](#)
[VAB bylaws draft change \(1\).pdf](#)
[VAB Bylaws Nov 2009.pdf](#)
[VAB Bylaws revision \(3\).pdf](#)
[VAB Voting Table August 2022.pdf](#)

- 11.C *Transfer of \$125,000 from the General Fund to the Health Fund for fiscal year ended September 30, 2022.*
Tanya Cannady, CPA, CDM
Business Services Director
The fiscal impact for FY21/22 is a decrease of \$125,000 in General Fund fund balance and for FY 22/23 is an increase of \$125,000 in General Fund fund balance.
[2022 Insurance Fund Balance - Q4 2022 11.30.2022.pdf](#)
- 11.D *Request approval of the County Administrator Agreement between Laurie Hurner and Highlands County.*
Sherry G. Sutphen, County Attorney
Salary and benefits are budgeted at \$230,732 for the County Administrator in the 22/23 fiscal year, which is sufficient to cover the costs of this agreement.
[County_Admin_Agreement.Hurner.SGS.pdf](#)

12 COUNTY ADMINISTRATOR AND LEGAL

- 12.A *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.
[Commissioner's Priorities \(FINAL\) 12.06.2022.pdf](#)
[Project Updates \(FINAL\) 12.06.2022.pdf](#)
- 12.B *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
[Legal_Long_Range_Log.docx](#)

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Request approval of the proposed Amendment 1 following Change Order 1 for the Fall Prep Lacrosse Showcase amending the date of the event to October 15-16, 2022 to December 17-18, 2022.*
Leah Sauls, Development Services Director
[ASV_Lax_Ammendment_1_w.Grant_App-Dec22.pdf](#)
- 14.B *Board payables from November 15, 2022 to December 5, 2022*

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 Relay 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: 12/6/2022

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator

SUBJECT/TITLE: Presentation and Update on Federal Funding Plan

STATEMENT OF ISSUE

On October 13, 2022, staff from Merchant McIntyre (MM) came down from Washington DC to meet with staff to discuss future funding needs that could possibly be met with federal funding opportunities. Liz Barber, Legislative Affairs & Grants Coordinator, and Interim County Administrator, Laurie Hurner, met with MM to discuss the county's overall needs, and each Director met with Liz and the MM staff individually to dive into the specifics of each department.

As a result of this meeting, a memorandum was produced with grants that MM felt matched the county's needs. This list includes 9 major grant projects that have potential of bringing in tens of millions of grant dollars into Highlands County.

Liz will continue to work in tandem with MM and the Directors to ensure that the grant applications are completed on time and meet the high-quality standards required by federal funding agencies.

RECOMMENDED ACTION

No action requested.

FISCAL IMPACT

No fiscal impact.

Attachments: [MM-FY22-23 Highlands County_Board of County Commissioners Memo.pdf](#)

MEMORANDUM

TO: Highlands County Board of County Commissioners
Elizabeth Barber, Legislative Affairs and Grants Coordinator

FROM: Drew Donaher and Kathryn Peterson
Merchant McIntyre & Associates, LLC

RE: Review of Partnership Activities and 2023 Planning

DATE: October 24, 2022

The team at Merchant McIntyre (“MM”) appreciates and values the continued opportunity to serve Highlands County, FL. We are greatly encouraged by our partnership and successes over the year together and look forward to even greater success in future funding cycles. A special thank you to Liz for her leadership and strategic vision during this partnership!

By the end of 2022, the County’s **\$130,000** in payments to Merchant McIntyre will provide an anticipated return of at least **\$2,930,207** in federal funding, a return of **22.5:1**. This memo captures the awarded grant applications we’ve worked on together, pending grant applications, and a select list of funding opportunities for consideration moving forward.

PENDING FUNDING OPPORTUNITIES

1. Department of Commerce’s (DOC) Economic Development Administration (EDA)

Anticipated Award Amount: \$1,830,207.00

In coordination with the Sebring Airport Authority, the County prepared and submitted an EDA proposal to provide stormwater drainage improvements at the Sebring Airport Multimodal Logistics Center. The project has received notification from the EDA that it “merits further consideration,” a crucial component to ensuring the project’s implementation. While funds have not yet been awarded officially, we are appropriately confident in the project’s likelihood of funding.

2. U.S. Congress FY23 Community Project Funding (via Rep. Steube’s Office)

Anticipated Award Amount: \$1,100,000.00

This project aims to connect two arterial roadways and one major collector separated by less than ½ mile between Sebring Parkway, State Road 17, and Arbuckle Creek Road. This added roadway will serve to alleviate traffic and pedestrian congestion, safety conflicts, and serve to reduce travel times for motorists and emergency response personnel.

Highlands County's project secured a position on Representative Steube's Community Project Funding list of supported projects. The office then brought selected projects to the attention of the House Committee on Appropriations, and the project funding was secured in federal legislation passed by the House of Representatives in July of this year. While the Congress has not yet passed a full budget for FY23, a Continuing Resolution has been passed to fund the federal government until December 16, 2022. Through our relationships on Capitol Hill and expert analysis, MM anticipates the success of Highlands County's project will be affirmed when a final budget for FY23 is passed.

3. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Amount Request: \$4,837,690.00

Highlands County Public Safety Department submitted several requests to support fire and emergency services personnel, including funds for equipment (SCBA, thermal goggles, and wetland gear), staffing (to bring County closer to NFPA staffing standards), and educational training (community safety vehicle). Awards are currently being released, and MM will continue to track these announcements closely.

SELECT 2023 FUNDING TARGETS FOR CONSIDERATION

1. Department of Transportation (DOT) Recreational Trails Program (RTP)

Anticipated Deadline: March 2023

The Recreational Trails Program (RTP) is a federal grant program funded by the Federal Highway Administration (FHWA) and administered at the state level by the Florida Department of Environmental Protection. RTP provides financial assistance for the development of recreational trails, trailheads and trailside facilities. Through conversation with Bob, Ginger, and Sarah, additional focus will be geared towards developing and submitting a proposal that focuses on amplifying the reach and quality of local multiuse paths impacting public parks and lands around Highlands County.

2. U.S. Congress FY24 Community Project Funding

Anticipated Deadline: March 2023

Although continued "earmark" funding through Congress next year remains uncertain, we strongly recommend consideration and development of an application for potential FY24 funding. Despite legal challenges to Florida's newly drawn congressional map, we will be prepared to engage and build support with Representative Scott Franklin for Highlands County's project. Given the significance of earmark funding and its wide range of allowable uses of funds, we will continue to drive this process forward until Congress provides certainty.

3. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Anticipated Deadline: Winter 2023

Despite the ongoing announcements of FEMA funding awards, we will prepare for additional applications that both reiterate funding priorities and identify new funding needs

for emergency management. Chief Sterns came to our discussion prepared with an itemized and prioritized list that will influence the material and financial requests of upcoming FEMA opportunities, including the Assistance to Firefighters Grant (AFG), Staffing For Adequate Fire and Emergency Response (SAFER), and Fire Prevention & Safety (FP&S).

4. National Endowment for the Arts (NEA) Our Town

Anticipated Deadline: Summer 2023

Our Town is the NEA's creative placemaking grants program. Through project-based funding, the program supports activities that integrate arts, culture, and design into local efforts that strengthen communities. With coordination from Ingra and Vikki, we will consider projects that engage local partners that have established artistic programming in central Florida, including the Highlands Heartland Cooperative, the Heartland Cultural Alliance, the Heartland Art League, and the South Florida State College Museum of Florida Art and Culture.

5. US Department of Agriculture (USDA) Community Wildfire Defense Grant Program

Anticipated Deadline: Fall 2023

The Community Wildfire Defense Grants are intended to help at-risk local communities and Tribes plan and reduce the risk against wildfire. The CWDG helps communities in the wildland urban interface (WUI) implement the three goals of the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy): restore and maintain landscapes, create fire adapted communities, and improve wildfire response. As a brand new opportunity, MM will provide additional guidance as we learn more.

6. Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC)

Anticipated Deadline: November 2023

The Building Resilient Infrastructure and Communities (BRIC) Program is funded by FEMA and administered through a partnership with the Florida Division of Emergency Management (FDEM). FDEM has the authority and responsibility for developing and maintaining a State Standard Hazard Mitigation Plan, reviewing the Building Resilient Infrastructure and Communities Program sub-applications, and recommending technically feasible and cost effective sub-applications to FEMA. We will consider pursuing funds through FDEM for building code, partnership, project scoping, and hazard mitigation planning activities.

7. Department of Transportations (DOT) Strengthening Mobility and Revolutionizing Transportation (SMART) Program

Anticipated Deadline: November 2023

The SMART Grants Program funds purpose-driven innovation to build data and technology capacity and expertise for State, local, and Tribal governments. Communities should target their real-world challenges where the use of new technologies and approaches can create benefits. Our conversation with Jonathan Harrison and the County's previous work with Pavement Management Group (PMG) indicates that this may be a highly competitive opportunity for Highlands County in next year's funding cycle.

8. Department of Transportation (DOT) Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program

Anticipated Deadline: TBD

PROTECT Formula Program is available to states over five years to make transportation infrastructure more resilient to future weather events and other natural disasters by focusing on resilience planning, making resilience improvements to existing transportation assets and evacuation routes, and addressing at-risk highway infrastructure. In general, eligible projects include highway and transit projects, bicycle and pedestrian facilities, and port facilities including those that help improve evacuations or disaster relief. States are encouraged to work with regional and local partner organizations to prioritize transportation and emergency response improvements, as well as address vulnerabilities. After specific projects have been identified, we will identify the appropriate avenue through FDOT to pursue a state/local partnership.

9. Department of Commerce's (DOC) Economic Development Administration (EDA)

Deadline: Rolling

Although Highlands County served as a catalyst and primary player in the Sebring Airport Authority's EDA application, the County is eligible to consider further funding opportunities through the EDA, specifically through Planning and Local Technical Assistance. The Planning program helps support organizations through investments designed to guide the eventual creation and retention of high-quality jobs, particularly for the unemployed and underemployed in the Nation's most economically distressed regions. The Local Technical Assistance program strengthens the capacity of state/local organizations, institutions of higher education, and other eligible recipients to undertake and promote effective economic development programs through projects such as feasibility studies and impact analyses. The creation and/or retention of jobs and commitments from regional partners and employers are critical in an EDA project's success.

CONCLUSION

The plans we have implemented over the last year and the opportunities outlined above would not be possible without the County's internal leadership and commitment to our process. Thank you.

We look forward to additional grant wins for Highlands County in the coming months and years!

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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant

SUBJECT/TITLE: Request approval of a New Event Tourist Development Grant in the amount of \$6,000.00 per year for years 2022 and 2023 for the Citrus Golf Trail Ladies Invitational per the recommendation of the Tourism Development Council.

STATEMENT OF ISSUE

The Tourist Development Council, at the regularly scheduled meeting, recommended reimbursing Airstream Ventures, LLC. for up to \$6,000.00 per year for years 2022 and 2023 for the Citrus Golf Trail Ladies Invitational. This grant will be to cover eligible costs associated with facility rental, promotional items, marketing (golf genius, social media and Google ads), and approved reimbursable items under the New Event Grant guidelines for the Citrus Golf Trail Ladies Invitational.

RECOMMENDED ACTION

Move to approve a New Event Tourist Development Grant in the amount of \$6,000.00 per year for years 2022 and 2023 for the Citrus Golf Trail Ladies Invitational per the recommendation of the Tourism Development Council.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget. This item was approved in the Tourist Development's budget for the FY22-23. The Citrus Golf Trail Ladies Invitational is eligible for up to \$6,000.00 from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: [CGT Ladies Grant Contract Executed.pdf](#)

**HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT**

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 1859 E. ADAMS ST.
JACKSONVILLE, FL 33202
FEI NO: 83-1228981

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses to Airstream Ventures, LLC. as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

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

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

REPORTS

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

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until February 27, 2024.

NOTICE

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

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Twelve Thousand Dollars (\$12,000) in 2022 for the 2022 Citrus Ladies Golf Trail Invitational with room verifications required, and in the amount of up to in the amount of up to Twelve Thousand Dollars (\$12,000) in 2023 for the 2023 Citrus Ladies Golf Trail Invitational with room verifications required, from Cost Center 5305 the Marketing and Promotion Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.
2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2024.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.
2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.
3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.
4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.
5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.
6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.
8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.
9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.
12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.
13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

PUBLIC RECORDS COMPLIANCE

- A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCRecords@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.

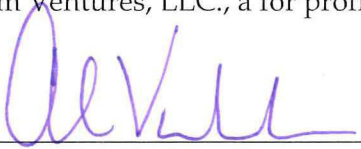
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ENTIRE AGREEMENT

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

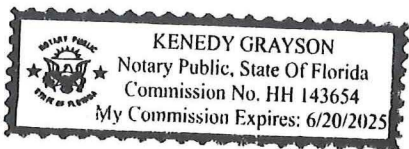
DATED this 8th day of November 2022.

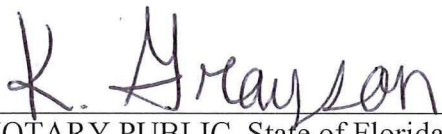
Airstream Ventures, LLC., a for profit organization.

By: 
Alan Verlander, President

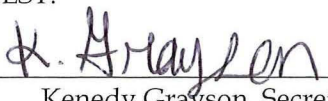
STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Alan Verlander, as CEO, of Airstream Ventures, 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 8th day of November, 2022.

(stamp) 


NOTARY PUBLIC, State of Florida

ATTEST:

By: 
Kenedy Grayson, Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

(stamp) _____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____, Chair

By: Jerome Kaszubowski, Clerk

VISIT
Sebring

AVON PARK & LAKE PLACID, FL

TDC Grant Application

December 27, 2019

December 29, 2019



HIGHLANDS COUNTY TDC

NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: 2022: Grant- \$10,000 Room Night Rebate- \$6,000= \$16,000 total

2023: Grant- \$10,000 Room Night Rebate- \$6,000= \$16,000 total

General Information

Name of Applicant: Airstream Ventures

Name of Event: Citrus Golf Trail Ladies Invitational

Contact person: Alan Verlander (Airstream Ventures)

Contact person e-mail: alan@airstreamventures.com

Complete address of Applicant: 1859 E. Adams St.; Jacksonville, FL 32202

Cell phone: 904-412-6070

Applicant's Chief Official/Tournament Director: Alan Verlander

Title: CEO

Cell phone: 904-412-6070

Email: alan@airstreamventures.com

Has Event ever received funding from the TDC? Yes, inaugural event in 2021

Amount Applicant is requesting for the Event/Project: \$ 16,000 each year

Intended use of funds: Rental fees, promotional items, digital marketing outside of Highlands County

Details about the Applicants

Airstream Ventures is a destination sports & marketing company that serves as the sports commission for several destinations, as well as with event rights holders on finding locations for their events.

Opening in 2018, the team at Airstream Ventures has more than 40 years of experience in recruiting, hosting, and creating sports and entertainments that deliver an economic impact and lasting marketing opportunities.

Known as the Value Golf Capital of America, Sebring's collection of golf courses offer value, history, outstanding service, and above all, an extraordinary experience.

Schedule of the Event

Dec. 27 – Practice round at Sun 'N Lake

Dec. 28-30 – Tournament play starting at 8:30 a.m. each morning, with closing ceremony the afternoon of Dec. 30

Event Specific Information

Event/Project name: Citrus Golf Trail Ladies Invitational

Type of event or project: women's amateur golf tournament

Dates of Event: Dec. 27-30, 2022 and Dec. 26-29, 2023

Location of Event: Sun 'N Lake Golf Club

Number of days: 4 Hours: 8 each day

Participant Information

Projected number of out-of-town participants: 115 Out of state: 90 In-state: 25

Projected number of spectators per day: 200 Out of state: 100 In-state: 30

Projected number of media, staff, officials: 5 Out of state: 0 In-state: 5

Is this an elimination tournament? No

What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Highlands County? 300

Provide the previous year's event information, (if applicable):

Citrus Golf Trail - 2022 & 2023 - Budget

REVENUE			Budget
Visit Sebring grant			\$7,500
Entry Fees	122	\$475	\$57,950
Sponsorships			\$10,000
Hotel Rebates	300	\$20	\$6,000
TOTAL			\$76,450

EXPENSES			Budget
MLGT event sponsorship			\$5,000
Rental Fees	450	\$27.50	\$12,375
Tee Gift-Promo Items	150	\$40.00	\$6,000
Opening Reception			\$8,000
Prize Pool			\$10,000
Staff Housing	10	\$200.00	\$2,000
Signage			\$5,000
Marketing			\$15,000
ASV Management Fee			\$7,500
Contingency			\$5,000
TOTAL			\$75,875

NET \$575

Intended Use of Tourism Development Tax Funds

Rental Fee	\$12,375
Tee Gift-Promo Items	\$6,000
Marketing	\$15,000
Social Media Ads \$5,000	
Golf Genius \$5,000	
Targeted Google Ads \$5,000	

(these funds equal more than the grant but the reimbursements will fall into these categories)

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

AV This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: Dec. 27-30, 2022
Date of Application: Oct. 10, 2022

AV I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on Feb. 27, 2023 (date 60 days after event ends).

AV I will obtain the signatures of the organization's President & Secretary on the proposed grant contract. (date one week after the application is submitted to and accepted by the Tourism Office)

AV I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

AV I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.

AV I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

AV I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

AV I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

AV Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

AV The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

AV Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding.

AV Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

- AV Applicant's W-9 tax form is included with the application.
- AV Applicant has included a detailed Marketing Plan for the Event.
- AV As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Analysis for the Event within 60 days after completion of event, as well as receive payment. The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.
- AV Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.
- AV Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.
- AV Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

SMART Objective Worksheet

Definition	Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	Specific As the Citrus Golf Trail takes over the event, the goal is to build into an event that draws players from across the country to participate in one of the premiere amateur events. To have a sold out event with 140 players in all three divisions and the potential to move some of the other divisions to CGT member facilities.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Measurable Success will be measured by two key indicators: - Number of registrations - Number of hotel room nights generated We will measure progress through social media engagement and tournament registrations.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	Achievable With a legendary tournament like the Harder Hall Ladies Invitational and a date already on the women's amateur golf schedule, the CGT Ladies Invitational is set to write the next chapter with the support of the CGT members and Airstream Ventures. Putting an emphasis on the promotion of the event and its historical significance as a springboard for the top players in the world, we are able to sell the new rotation of courses and the opportunity to test your skills against the best.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	Relevant Typically one of the anchor female golf events for Sebring, the new version of this event secures the future of the event and its continued contribution to Highlands County for years to come.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	Time-bound Since taking over the tournament in August, we have launched into the marketing campaign and push this event to receive a large number of early registrations – which gives us a strong belief that we'll be able to attract a large field to support this event.

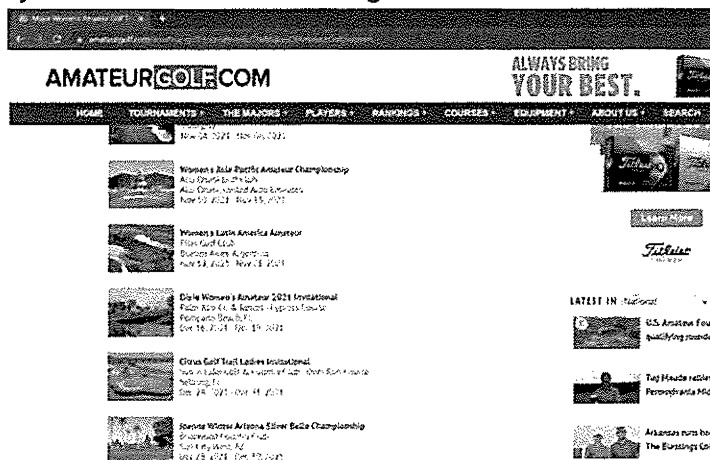
CGT Ladies Invitational Marketing Plan

REGISTRATION WEBSITE

- Launched on Sept. 1, the registration portal through Golf Genius is a one-stop shop for all the information about the tournament. This will also serve as the hub to get information out to the participants with direct emails closer to the event that cover all the things to do in Sebring when not playing in the event.

AMATEURGOLF.COM

- Thanks to the partnership with AmateurGolf.com, the CGT Ladies Invitational is labeled as one of the “majors” of women’s amateur golf.



- They will post multiple stories promoting the event, the name change, and course rotation about the event with a direct link to the registration portal – this reaches out to more than 110,000 female golfers.

SOCIAL MEDIA

- The old Harder Hall account has been changed over to the CGT Ladies Invitational and pushing out information about the event and registration on a regular basis.
- There will be a greater emphasis on social media during the event this year to further build the reputation of the event.

DIRECT E-MAIL

- Every collegiate women’s golf coach in the country has received notification about the event and will get a reminder at the end of the fall college season to remind their players of opportunities to play during the holiday break.
- Using the existing database of former players and contact through the golf world, we have a regularly scheduled weekly email to push for registrations.

Post-Event Recap and Follow-Up

- Attendees will be sent a post-event recap to complete through Google Forms

Post-Event Attendee Survey

1. Where did you stay while in Sebring Area/Highlands County?

2. How many nights were you here?

3. What did you do during your stay?

4. Did you attend any restaurants while visiting?

5. Is there anything you did not like about Highlands County?

6. Would you visit Highlands County again?

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Airstream Ventures, LLC

Date: 10/10/2022

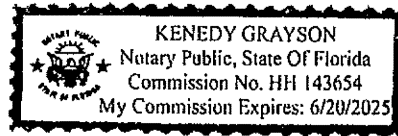
By: Alan Verlander A. Vh

(Signature) Its: (Title) State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as CEO (title) of Airstream Ventures (applicant) to me well known or produced identification personally known (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date)

10/10/2022



My Commission expires (date) Signature of Notary

06/20/25

K. Grayson



Event: Citrus Golf Trail Ladies Invitational (Dec. 27-30, 2022)

Amount Requested: \$16,000/Year for 2022 & 2023

Event was funded in year #1 at \$7,500

Criteria for Evaluation of Applications: New Event Grant Program

- I. Commitment to the Expansion of Tourism in Highlands County: 15
 - II. Soundness of Proposed Event
 - a. Objective Worksheet: 5
 - b. Additional Funding Sources/Budget: 10
 - c. Out of County Advertising/Marketing Plan: 5
 - III. Stability & Management Capacity
 - a. Digital Presence: 10
 - b. Event History: 10
 - c. Visitor Survey: 5
 - IV. Quality of Proposed Event: 15
- Bonus Points: 0

TOTAL SCORE: 75 (eligible for 75% of requested funding; \$12,000)

To be eligible for maximum funding, scores must be at least 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.

Staff recommendation/suggested motion:

Move to approve the request from Airstream Ventures for the Citrus Golf Trail Ladies Invitational grant application request for funding for years #2 and #3, New Event Grant with funding up to \$12,000 for year #2 (2022) and \$12,000 for year #3 (2023).

For 2022 and 2023, applicant will receive \$6,000 for reimbursable expenses after the event + \$20/verified room night up to \$6,000 total.

Reimbursable grant funds are to be used for facility rental, promotional items, marketing (golf genius, social media, and Google ads). Funds to come from Cost Center 5305 for Marketing & Events.

Visit Sebring, 501 S. Commerce Avenue, Suite #3, Sebring, FL 33870 * Phone (863) 402-6909
www.VisitSebring.com

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant

SUBJECT/TITLE: Request approval of the Spartan Race & Spartan Kids World Championship - 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 22-23.

STATEMENT OF ISSUE

Spartan Race & Spartan Kids World Championship - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourism Development Council (TDC) to support Spartan Race. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of Spartan Race & Spartan Kids World Championship.

RECOMMENDED ACTION

Move to approve of the Spartan Race & Spartan Kids World Championship - 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 22-23.

FISCAL IMPACT

The fiscal impact will be an estimated increase of \$13,974.00 to Fund 152 (Tourist Development) and will be appropriated in cost center 5305 (Marketing & Promotions).

Attachments: [FSGrant_ContractSpartan_Race.pdf](#)



9/13/2022

Visit Sebring
Casey Hartt, Lead marketing Consultant
501 S Commerce Avenue

Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

\$13,974 for Spartan Race & Spartan Kids World Championship

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign contract electronically or sign and return two printed copies to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
- **A post event report is required per FSF Policies & Procedures for disbursement and should include:**
 - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
 - An invoice supporting charges paid above.
 - Proof of display of FSF Branding. Such branding will be in the following forms:
 - Display of the "COME PLAY IN FLORIDA" logo on event website,
 - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (<https://playinflorida.com/media-library/>)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

A handwritten signature in black ink that reads "Liese Abili".

Liese Abili
Vice President, Sports Development

**FLORIDA SPORTS FOUNDATION
Major Grant Program - Grant Agreement**

THIS GRANT AGREEMENT entered into this day, **9/13/2022**, by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring**, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 PARTIES:

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, FL 32301

Visit Sebring
Casey Hartt
501 S Commerce Avenue
Sebring, FL 33870

2.0 NOTICES:

All notices between the parties, provided for herein, shall be either by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 GRANT DESCRIPTION:

The Grantee will expend grant funds in accordance with "Paragraph 6.0 a" and "Attachment A". Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

- (a) Grantee: **Visit Sebring**
- (b) Payee: **Visit Sebring**
- (c) Name/Date of Event: **Spartan Race & Spartan Kids World Championship - 12/9/2022 thru 12/11/2022**
- (d) Total Amount of Grant: \$
- (e) Project Budget: As provided in Grant Application.
- (f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event, except for all events taking place in June, which are due by the first day of September following the event.
- (g) Grant Period: **9/13/2022 through the end of Event**

4.0 GRANT REQUIREMENTS:

- (a) **Audit:** Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds provided by this Agreement, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.
- (b) **Records:** Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.
- (c) **Cancellation:** Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.
- (d) **Insurance:** Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.
- (e) **Indemnification:** Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 **TERMINATION:**

- (a) **Breach:** The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.
- (b) **Refusal to Grant Public Access:** This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement.

(Section 287.058, Florida Statutes)

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

- (a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and
- (b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS:**

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:

- 1. Promotion, marketing & programming
- 2. Paid advertising & media buys
- 3. Production & technical expenses; officials
- 4. Site fees, venue rentals, costs (contract help)
- 5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:

- 1. General and administrative expenses
- 2. Building, renovating and/or remodeling
- 3. Permanent equipment purchases
- 4. Debts incurred prior to the grant
- 5. Programs which solicit advertising
- 6. Hospitality or social functions including meals or banquets
- 7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS:**

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, and local laws related to the execution of the Grant Agreement.

8.0 **MODIFICATION:** This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware and knowledgeable of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement, which contains information and documentation required for the release of grant funds not found in this Agreement.

(d) The Grantee agrees to coordinate with other components of State and local economic development systems, and avoid duplication of existing State and local services and activities.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LIST:**

By executing this Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the GRANTOR may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the GRANTOR determines that the Grantee has submitted a false certification, the GRANTOR will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that the GRANTOR's determination of false certification was made in error, the GRANTOR shall bring a civil action against the Grantee. If the GRANTOR's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of the GRANTOR's determination of false certification by the GRANTOR. (If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this paragraph shall be null and void).

11.0 **TIME IS OF THE ESSENCE:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Deadlines to timely complete deliverables, reports, information and documentation shall be strictly construed.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective duly authorized officials hereto.

Florida Sports Foundation

For Visit Sebring

Signature - Authorized Agent

Date

Title

Date

The remainder of this page is intentionally left blank.

Attachment A**THIS IS A STATE FUNDED AWARD**

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.
2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2022-2023		
Line Item	Title	Fund
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/statutes.aspx>

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant

SUBJECT/TITLE: Request approval of the GFNY Florida Sebring- 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 22-23.

STATEMENT OF ISSUE

GFNY Florida Sebring- Florida Sports Foundation Grant Agreement between the between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the TDC to support GFNY Florida Sebring. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of GFNY Florida Sebring Cycling Event 2022.

RECOMMENDED ACTION

Move to approve of the GFNY Florida Sebring- 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 22-23.

FISCAL IMPACT

The fiscal impact will be an estimated increase of \$2,291.00 to Fund 152 (Tourist Development) and will be appropriated in cost center 5305 (Marketing & Promotions).

Attachments: [FSFGrantContractGFNY.pdf](#)



9/13/2022

Visit Sebring
Casey Hartt, Lead marketing Consultant
501 S Commerce Avenue
Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

\$2,291 for GFNY Cycling & Marathon

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign contract electronically or sign and return two printed copies to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
- **A post event report is required per FSF Policies & Procedures for disbursement and should include:**
 - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
 - An invoice supporting charges paid above.
 - Proof of display of FSF Branding. Such branding will be in the following forms:
 - Display of the "COME PLAY IN FLORIDA" logo on event website,
 - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (<https://playinflorida.com/media-library/>)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

A handwritten signature in black ink that reads "Liese Abili".

Liese Abili
Vice President, Sports Development

**FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement**

THIS GRANT AGREEMENT entered into this day, **9/13/2022**, by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring**, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 PARTIES:

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Visit Sebring
Casey Hartt
501 S Commerce Avenue
Sebring, FL 33870

2.0 NOTICES:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 GRANT DESCRIPTION:

The Grantee will expend grant funds in accordance with section 6.0 (a), located in this contract. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

- (a) Grantee: **Visit Sebring**
- (b) Payee: **Visit Sebring**
- (c) Name/Date of Event: **GFNY Cycling & Marathon - 10/21/2022 thru 10/23/2022**
- (d) Total Amount of Grant: **\$ 2,291**
- (e) Project Budget: As provided in Grant Application.
- (f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event.
- (g) Grant Period: **9/13/2022 through the end of Event**

4.0 GRANT REQUIREMENTS:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 TERMINATION:

(a) Breach: This Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this Agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

- (a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and
- (b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS:**

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:

- 1. Promotion, marketing & programming
- 2. Paid advertising & media buys
- 3. Production & technical expenses; officials
- 4. Site fees, venue rentals, costs (contract help)
- 5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:

- 1. General and administrative expenses
- 2. Building, renovating and/or remodeling
- 3. Permanent equipment purchases
- 4. Debts incurred prior to the grant
- 5. Programs which solicit advertising
- 6. Hospitality or social functions including meals or banquets
- 7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS:**

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State funds that are in effect at the time of any such expenditure, and as related to the execution of the Grant Agreement.

8.0 **MODIFICATION:** This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the

Grantor.

9.0 MISCELLANEOUS:

- (a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.
- (b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.
- (c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

10.0 VENDORS ON SCRUTINIZED COMPANIES LISTS:

By executing this Agreement, «Organization», the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation

For: Visit Sebring

Signature - Authorized Agent

Date

Title

Date

Attachment A**THIS IS A STATE FUNDED AWARD**

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.
2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2022-2023		
Line Item	Title	Fund
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. Additional information regarding the Florida Single Audit Act can be found at:
<https://apps.fldfs.com/fsaa/statutes.aspx>

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request acceptance of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2021/2022 Resolution 22-03 and Budget Amendment C22-02

STATEMENT OF ISSUE

The Board of County Commissioners of Highlands County, Florida created a redevelopment trust fund for the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) per Section 163.387, Florida Statutes.

The CRA is providing Resolution 22-03 for the FY 2021/2022 and Budget Amendment C22-02 which was passed and adopted on November 17, 2022, by a majority of the members of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency for informational purposes only.

RECOMMENDED ACTION

Move to accept into the record the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2021/2022 Resolution 22-03 and Budget Amendment C22-02

Attachments: [Resolution CRA 22-03 Approving BA C22-02.pdf](#)

RESOLUTION CRA 22-03

A RESOLUTION OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY TO APPROVE AMENDMENT C22-02 TO THE 2021-2022 CRA BUDGET.

WHEREAS, The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is required to have an operating budget; and

WHEREAS, said budget is to be used as a tool to project revenues, expenses, and reserves; and

WHEREAS, said budget is to be used as a control of costs and expenditures; and

WHEREAS, said budget can be amended from time to time by action of the CRA Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED BY A MAJORITY OF THE MEMBERS OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

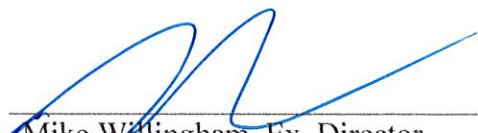
SECTION 1. The CRA hereby approves the 2021-2022 Budget Amendment C22-02 presented.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 17th day of November 2022 **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**



By: _____


Mike Willingham, Ex. Director

SEBRING REGIONAL AIRPORT AND COMMUNITY REDEVELOPMENT AGENCY
BUDGET AMENDMENT # CRA C22-02
EFFECTIVE ACCOUNTING PERIOD: Sept 30, 2022

11/17/2022

SUBMITTED BY: Colleen Plonsky

SIGNATURE:



CENTER	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	INCREASE	DECREASE	REVISED BUDGET	Reason:
REVENUE							
	381-000-CRA	Transfer From SAA	\$ -	\$ 26,085.00	\$ -	\$ 26,085.00	Not Budgeted
COST CENTER (expenses)							
	512-092-CRA	CRA Agreements(SAA)	\$ 385,000.00	\$ 465,000.00	\$ -	\$ 850,000.00	Budget Understated
	542-301-CRA	Haywood Taylor Resurfacing	\$ 885,349.00	\$ 26,085.00		\$ 911,434.00	Budget Understated
	542-302-CRA	Design Webster Turn	\$ 60,000.00	\$ -	\$ (60,000.00)	\$ -	ILA Complete
	542-305-CRA	Building 22 Reroof	\$ 605,000.00		\$ (404,700.00)	\$ 200,300.00	Construction In Process
		Total Increase/(Decrease)	\$ -			\$ -	
				Revenue Inc(Dec)	Expense Inc(Dec)		
		Budgeted Operating Reserve	\$ 1,935,349.00	\$ 26,085.00	\$ 26,385.00	\$ 1,987,819.00	

REQUEST #: CRA C22-02

TRANSFER TYPE:

- ☐ ITEM TO ITEM
☐ OPERATING RESERVE
☐ BY RESOLUTION # CRA 22-03

BOARD APPROVAL:

Executive Director



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of the Highlands County federally funded subaward and grant agreement for Hurricane Ian under Federal Emergency Management Agency (FEMA) passed-through the Florida Division of Emergency Management.

STATEMENT OF ISSUE

Hurricane Ian passed through Highlands County on September 28th and 29th. These federal funds allow for reimbursements for response and recovery.

RECOMMENDED ACTION

Move to approve the Highlands County federally funded subaward and grant agreement for Hurricane Ian under FEMA passed-through the Florida Division of Emergency Management.

FISCAL IMPACT

The County will receive reimbursements for expenditures related to Hurricane Ian.

Attachments: [Agreement702C76.pdf](#)

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	<u>Highlands County</u>
Subrecipient's unique entity identifier:	<u></u>
Federal Award Date:	<u>9/30/2022</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>Sep 23, 2022- Mar 29, 2023</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>Sep 23, 2022- Mar 29, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	<u></u>
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
Name of Federal awarding agency:	<u>Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Assistance Listing Number (Formerly CFDA Number):	<u>97.036</u>

Assistance Listing Program Title (Formerly CFDA program Title): Highlands County

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Highlands County (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____

Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Highlands County

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

600 South Commerce Avenue

Street Address

Sebring, FL, 33875

City, State, Zip

Date

Highlands County

Subrecipient's Name

Z2891

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Highlands County

Box 1: Authorized Agent (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Highlands County

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000655

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 055-99055-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Job description and pay grade changes for Public Information Officer/Records Manager

STATEMENT OF ISSUE

In 2020 the position of Public Information Assistant was added to the Public Information Office. The same year a part time position to assist the Public Information Officer with public records requests was added. At the time the Public Information Officer job description was upgraded to a manager level, however the pay grade was not adjusted. This change corrects that oversight.

RECOMMENDED ACTION

Move to approve job description and pay grade changes for Public Information Officer/Records Manager

FISCAL IMPACT

No fiscal impact

Attachments: [Public Information Officer Records Manager 11.22.2022.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: Public Information Officer/Records Manager		Division: Administration		Department: Public Information Office	
Job Code: 0169		Pay Grade: 113 — 115		Pay Band: \$56,432.16 - \$84,648.24	
Included/Exempt: Exempt		Type of Transaction:			
EMPLOYEE:		Special Risk: Yes ☐ No ☒		Overtime: Yes ☐ No ☒	

1. This position reports directly to: Job Title	County Administrator	Job Code	Pay Grade	Contract
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:				
Public Information Asst /0167/108				
Records Clerk / 1151/102				

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly responsible, professional position charged with the planning, development, and delivery of a comprehensive public information program. Coordinates compliance with Public Records laws. Responsible for the development, implementation and compliance of policies and procedures for records and information management (RIM). The position is also responsible for coordination the Records Request, per Chapters 119 and 286, Florida Statutes.

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.

- Plans and manages the Public Information Office (PIO) activities for the County, including community relations, and media relations.
- Provides leadership, direction, and guidance in PIO strategies, policy development, and priorities.
- Exercises independent judgment within policy guidelines, evaluates and analyzes issues, and recommends and implements solutions.
- Creates and implements comprehensive programs for dissemination of information to assure that the County's key messages reach the public, monitors regional media sources, assesses value and impact of information, and develops strategies and action plans.
- Serves as County spokesperson to provide public information and promote public awareness of County programs and events.
- Meets regularly with members of the press to establish and maintain clear and effective lines of communication with the media. Prepares various types of information on current and anticipated issues for publication and provides specific information requested by the media.
- Conducts and coordinates assigned projects, research studies, and special events such as groundbreaking and ribbon-cutting ceremonies, and special receptions.
- Organizes and fulfills public records and litigation discovery requests. Assists citizens with requests for access to public information, responding to both verbal and written requests. Determines which staff individual or group is appropriate to respond and assists in coordinating staff response.
- Composes communications, educational materials, and brochures on a wide variety of subjects.
- Utilizes knowledge of State of Florida law and administrative rules for records management including retention schedules and disposition, in compliance with legal requirements. Stays abreast of latest developments related to Florida's Sunshine laws Chapters 286.011 and 119, F.S.
- Assigned as records management liaison officer (RMLLO) in accordance with FS 257(5)(a).
- Trains officials and employees on procedures regarding creating, maintaining, and legal disposition of public records.
- Responsible for the management of all social media accounts and County website.
- Responsible for the operation, maintenance, and support of the Commissioner's Chamber sound room.
- Responsible for assisting Administration with many administrative duties and special assignments.
- Performs complex clerical work including administrative operations in support of County Administration.
- Prepares and delivers oral, written, and visual presentations to advisory councils, citizen groups, and government officials.
- 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:

- Knowledge of County's policies and procedures.
- Ability to communicate effectively, both orally and in writing.
- Ability to create and prepare for publication, information on a broad range of issues for a diverse audience using all media sources.
- Ability to organize, prioritize, and manage complex workloads.
- Ability to analyze information quickly, use independent judgment, and make effective decisions.
- Ability to handle multiple assignments and meet internal and/or statutorily imposed deadlines.
- Ability to exercise initiative.
- Ability to perform creative writing tasks.
- Strong organizational skills.
- Strong working knowledge of Chapter 119 and 286, Florida Statutes.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

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 public, businesses, vendors, employees, managers, directors, Administration, and the Board of County Commissioners. 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 & Experience:**

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

Associates degree and (4) years of experience in public relations and records management **required**. Bachelors degree from an accredited college or university in Journalism, Communication, Public Relations, or Advertising and a minimum of two (2) years of experience in public relations and records management **preferred**.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.
A Public Information Officer and Nims Certification required

Other job related requirements:

Disaster Essential.

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 ☐

Title:

Date:

Supervisor/Director Signature:

County Administrator

Internal Use Only:

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

Approval of Human Resources:

Title: Human Resources Manager

Date:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

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

SUBJECT/TITLE: Request adoption of Resolution 22-23-025R for Budget Amendment 22-23-025 to allocate Florida Department of Transportation (FDOT) revenue to Project 22011 – Highway Lighting.

STATEMENT OF ISSUE

In the FY 22-23 Adopted Budget, Revenue funds were budgeted in Fund 110 (Transportation Trust Fund), Revenue Account # 3374300 in the amount of \$232,411.00. In July 2022 a new Agreement with FDOT was signed and the revised revenue for 730 lights is \$232,410.10. Each fiscal year since FY 02-03 Highlands County has received funds from FDOT for maintenance of the highway lighting system in Highlands County. The County is tracking the expenditures in order to evaluate the maintenance costs.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-025R for Budget Amendment 22-23-025 to allocate Florida Department of Transportation (FDOT) revenue to Project 22011 – Highway Lighting.

Attachments: [Proj 22011 Highway Lighting FY22-23 Resolution & BA Packet.pdf](#)

RESOLUTION NO. 22-23-32

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 22-23-025 TO
THE TRANSPORTATION TRUST FUND; PROVIDING FOR
LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR
APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR
THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-025 is hereby approved and authorized to appropriate funding for Project 22011 Highway Lighting FY 22-23 in the amount of \$45,000.00 with no net fiscal impact as the Revenue was already anticipated and budgeted.

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

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

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

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

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

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

PASSED AND ADOPTED this 6th day of December, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT
November 21, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

Clinton Howerton, Jr., P.E.,
County Engineer

DATE: 11/16/2022

SUBMITTED BY:

FUND(S): 110 FUND TITLE(S): Transportation Trust COST CENTER(S) #: 4105 / 9990A
PROJECT(S) #: 22011 PROJECT TITLE(S): Highway Lighting FY22-23 COST CENTER TITLE(S): Traffic Operations / Budgetary Expenditure AC/110
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	110		3374300	Misc. Intergov Reimbursement		402,680.00		45,000.00	357,680.00
R	110		3374300Z	Misc. Intergov Reimbursement	22011	0.00	45,000.00		45,000.00
E	110	9990A	59900	Reserve For Contingency		200,000.00		45,000.00	155,000.00
E	110	4105	54300Z	Project Utility Services	22011	0.00	10,500.00		10,500.00
E	110	4105	54400Z	Project Rentals & Leases	22011	0.00	1,500.00		1,500.00
E	110	4105	54609Z	Proj Hwy Lighting Maintenance	22011	0.00	6,000.00		6,000.00
E	110	4105	55200Z	Project Operating supplies	22011	0.00	15,000.00		15,000.00
E	110	4105	56400Z	Project Equipment	22011	0.00	12,000.00		12,000.00

REASON: This Budget Ammendment is necessary to appropriate funds in project 22011 in the amount of \$45,000.00 for the purpose of tracking the expenditures for Highway Lighting.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-025

TRANSFER TYPE:

Approval
Denial

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

Form Revised 08/05/2020

**Highlands County
Grant/Project Control Record**

INSTRUCTIONS:

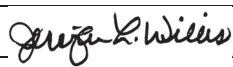
- (1) Submit the form to the Office of Management and Budget (OMB), **Sections 1 and 2 MUST** be completely filled out . **Please do not leave anything blank, if it does not apply to your situation use the N/A abbreviation.**
- (2) OMB will assign the Grant/Project number.
- (3) After OMB processes the form, it will be sent to the Clerk's Accounting Division to be entered into the system.
- (4) The Clerk's Accounting Division will make copies of the form after posting the information to the system. Copies will then be sent to the department requesting the Grant/Project number, OMB, and Purchasing.
- (5) This file will be made available in a read only format in Excel under O:\Budget\Budget Forms\Blank Grant-Proj Control Record Form - Revised 03-09-2011.xls.
- (6) Force Account Construction indicates that Highlands County employees will be used in the construction process and that the project will be recorded as an asset in the accounting records.

SECTION 1 - DEPARTMENT

Highlands County Grant/Project Number: 22011	Advanced Funding: ☒ YES ☐ NO CFS: ☐ YES ☒ NO
Add(AD)/Change(CH)/Delete(DL): AD	Reimbursement Type Funding: ☐ YES ☒ NO Grant: ☐ YES ☒ NO
Grant / Project Title:	Force Account Construction: ☐ YES ☒ NO
Hwy Lighting FY 22-23	
Description: Repair and replace Highway Lighting in Highlands County from funding sent to the County from FDOT.	
Grantor / Contributing Agency: FDOT	Grant ID#: N/A
Grant / Project Period: Begin: 10/1/2022 End: 9/30/2023	
Grant / Project Manager(s): Eddie Cardona/Jennifer Willis	*Grant CFDA or CSFA #: N/A
*(THE FIELD BELOW IS ONLY REQUIRED FOR ALL FEDERAL AND STATE GRANTS.)	
Total Project Amount: \$ 45,000.00	Shares: Local 0 % State 100 % Federal 0 %
Grant / Project Fund #(s): 110 CC#(s): 4105	Expense #(s): 54300Z,54400Z,54609Z,55200Z
Grant / Reimbursement Amount: \$ 45,000.00	Revenue #(s): 3374300Z

SECTION 2 - DEPARTMENT

Form completed by: Print name: **Jennifer Willis** Date: **9/12/2022**

Sign name:  Digitally signed by Jennifer L. Willis Date: 2022.09.12 16:08:02 -04'00' Dept: **Engineering**

SECTION 3 - OMB

Signature:  Digitally signed by Angela M. Bollinger Date: 2022.09.12 16:25:34 -04'00' Date Received: **9/12/2022**

SECTION 4 - ACCOUNTING

Signature:  Digitally signed by Jodi Mechling Date: 2022.09.16 09:39:34 -04'00' Date Received: **09/14/2022**

Date Entered Into System: **09/16/2022** Date Copies Mailed: _____

Function: **54000** Activity: **54100** Last Revised: 3/9/2011

EXHIBIT "A"
Amended inventory of
highway lighting maintenance

**STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT
WORK ORDER**

Contract Number: ASH11
Maintaining Agency: Highlands County
Financial Project No: 412579-1-78-02
Fiscal Year: 2022-2023

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 22/23 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on June 24, 2020.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2022, and ending June 30, 2023, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$233,046.84. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

MAINTAINING AGENCY

BY: (signature) Kathleen G. Rapp Date: May 17, 2022
Printed Name Kathleen G. Rapp
Printed Title Chairperson



mj

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: (signature) Amarilis Alfonso-Perez Date: 5/26/2022 | 12:27 PM EDT
Printed Name Amarilis Alfonso-Perez, P.E.
Printed Title District Maintenance Engineer

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2022-2023

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED

2. _____

3. _____

4. _____

5. _____

6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$300.10 in fiscal year 2020-2021 shall increase to \$318.37 in fiscal year 2022-2023.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 100%.
 Example: 1432 (lights) x \$318.37 (unit rate) x 100% = \$455,905.84

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS		0.00	0.00
Standard	560	HPS	\$318.37	100.00	\$178,287.20
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard	172	LED	\$318.37	100.00	\$54,759.64
Underdeck		LED		0.00	0.00
Sign		LED		0.00	0.00

Highway Lighting Maintenance and Compensation Agreement Inventory

EXHIBIT 'A' ATTACHMENT

Agency Name: HIGHLANDS COUNTY

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US 27/SR 25	Highlands	12.000/SR 70	13.000/SR 70	20	STANDARD	HPS
US 27/SR 25	Highlands	16.000/CR 29	17.000	50	STANDARD	HPS
US 27/SR 25	Highlands	20.000/Lake June Rd	22.000/Tomoka Blvd	48	STANDARD	HPS
US 27/SR 25	Highlands	24.000	25.000	21	STANDARD	HPS
US 27/SR 25	Highlands	25.000/Sebring Lake Blvd	26.000	25	STANDARD	HPS
US 27/SR 25	Highlands	26.000/Twitty Rd	27.000	18	STANDARD	HPS
US 27/SR 25	Highlands	28.000/SR 66/SR 700	28.970/SR 66/SR 700	8	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	0.000/SR 66/SR 700	1.000/George Blvd	12	STANDARD	HPS
US 98/US 27/SR 25/SR 701	Highlands	1.186/Sebring Pkwy	1.186/Sebring Pkwy	2	STANDARD	LED
US 98/US 27/SR 25/SR 700	Highlands	2.70/S. Highlands Ave	6.277/Past CR 634	152	STANDARD	LED
US 98/US 27/SR 25/SR 700	Highlands	6.277/Past CR 634	7.000/Sunny Pines	32	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	7.000/Whalley Blvd	8.000/Bayview St	42	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	8.000/Bayview St	9.000/Northwood Blvd	44	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	9.000/Tanglewood	10.000	46	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	10.000/Sun Lake Estates	11.000	20	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	12.000/Robinette Rd	13.000/Marble Ave	22	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	15.732/CR 17A/Stryker Rd	18.041/County Line Rd	101	STANDARD	HPS
SR 70	Highlands	14.000/SR 25/US 27	15.000/SR 25/US 27	10	STANDARD	HPS
US 98	Highlands	0.000/SR 25/SR 700	1.000/CR 17	5	STANDARD	HPS
US 98	Highlands	11.000	12.000	4	STANDARD	HPS
SR 66	Highlands	2.000/Before CR 635	4.000/Silver Rd	25	STANDARD	HPS
SR 66	Highlands	7.000/Woodland Creek Trl	8.000/Past Skipper Rd	8	STANDARD	LED
SR 66	Highlands	9.000/S George Blvd	9.342/SR 25/SR 700	5	STANDARD	HPS
US 27/SR25	Highlands	SHOP 16		2	STANDARD	HPS
SR 17	Highlands	PINE ST		5	STANDARD	LED
SR 17	Highlands	Ridgewood	Sebring Parkway	5	STANDARD	LED
TOTAL # OF LIGHTS BEING MAINTAINED:				732		

RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT

FPID: 412579-1-78-02

COUNTY: Highlands

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the "FDOT", has agreed to compensate Highlands County for maintenance and operation of certain lighting on the State Highway System in Highlands County (hereinafter referred to as "the Project"); and

WHEREAS, as a requirement for the FDOT to proceed with the Project, Highlands County, (hereinafter referred to as "COUNTY"), approved, executed and delivered to FDOT the State Highway Lighting Maintenance and Compensation Agreement, between Highlands County and FDOT dated June 16, 2020 (hereinafter referred to as "Agreement"); and

WHEREAS, the Agreement requires that prior to each fiscal year, the COUNTY shall submit an amended Exhibit "A" to the Agreement related to the lighting inventory and percentage of lighting to be paid for the upcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA, that Exhibit "A" attached hereto shall replace Exhibit "A" in the Agreement and shall represent the amended inventory of highway lighting maintenance for fiscal year 2022-2023. The COUNTY further acknowledges that the percentage of lighting to be paid to the COUNTY for fiscal year 2022-2023 shall be 100%. A certified copy of this Resolution shall be forwarded to the FDOT.

Passed and adopted this 17 day of May, year of 2022.



BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

Kathleen G. Rapp
Kathleen G. Rapp, Chairperson

Attest: *[Signature]*
Jerome Kaszubowski, Clerk

G:\FDOT\State Traffic Signal Maintenance & Compensation Agreements\22-23\Resolution Highway Lighting Board Meeting date 5-17-22.SGSclean.docx



**CERTIFIED
TO BE A TRUE COPY**
JEROME KASZUBOWSKI, CLERK
BY *[Signature]* D.C.

RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT

FPID: 412579-1-78-02

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WHEREAS, as a requirement for the FDOT to proceed with the Project, **Highlands County**, (hereinafter referred to as "**COUNTY**"), approved, executed and delivered to FDOT the State Highway Lighting Maintenance and Compensation Agreement, between Highlands County and FDOT dated June 16, 2020 (hereinafter referred to as "Agreement"); and

WHEREAS, the Agreement requires that prior to each fiscal year, the COUNTY shall submit an amended **Exhibit "A"** to the Agreement related to the lighting inventory and percentage of lighting to be paid for the upcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA, that **Exhibit "A"** attached hereto shall replace Exhibit "A" in the Agreement and shall represent the amended inventory of highway lighting maintenance for fiscal year 2022-2023. The COUNTY further acknowledges that the percentage of lighting to be paid to the COUNTY for fiscal year 2022-2023 shall be 100%. A certified copy of this Resolution shall be forwarded to the FDOT.

Passed and adopted this 17 day of May, year of 2022.



**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA**

Kathleen G. Rapp
Kathleen G. Rapp, Chairperson

Attest:

Jerome Kaszubowski
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request adoption of Budget Amendment 22-23-026 to realign funds from the TDC internal Reserves for Contingency (59900) to Promotional Activities (54800) within the 5305 Cost Center for Tourist Development - Marketing & Promotion for Digital Marketing and Content Storytelling agreement.

STATEMENT OF ISSUE

The Board approved an agreement for Digital Marketing and Content Storytelling for Tourism Development on October 18th, 2022. The Budget Amendment is proposed to realign funds within Cost Center 5305 (Tourist Development - Marketing & Promotion) from Reserves (59900) to Promotional Activities (54800) to support the agreement's cost.

RECOMMENDED ACTION

Move to adopt Budget Amendment 22-23-026 to realign funds from Reserves for Contingency (59900) to Promotional Activities (54800) within the 5305 Cost Center for Tourist Development - Marketing & Promotion for Digital Marketing and Content Storytelling agreement.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General), as the request is to move \$173,760.00 from 5305/59900 (Reserves for Contingency) to 5305/54800 (Promotional Activities).

Attachments: [22-23-026 5305 TDC Mktg & Promo Xfer from Reserves \(BA\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT

November 21, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 11/21/2022

SUBMITTED BY: Reagan Fultz

FUND(S): 152 FUND TITLE(S): Tourist Development Trust COST CENTER(S) #: 5305

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Tourism Development- Marketing & Promotion

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	152	5305	59900	Reserve for Contingency		349,152.00		173,760.00	175,392.00
E	152	5305	54800	Promotional Activites		336,583.00	173,760.00		510,343.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To realign funds within the cost center from Reserves to Promotional Activities for the Digital Marketing and Content Storytelling agreement.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-026

TRANSFER TYPE:

Approval

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

XX ITEM TO ITEM
XX RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Lance Marine, Parks & Facilities Director

SUBJECT/TITLE: Request approval to convert one full-time custodial position to a full-time Parks and Facilities Administrative Secretary position and approve the associated job description (Fund 005, Cost Center 2672).

STATEMENT OF ISSUE

To better serve the needs of the public and the Parks & Facilities Department, staff is requesting approval of a new position for an Administrative Secretary (Pay grade 104) within the Facilities Management cost center 2672.

Currently, the Parks and Facilities Department has one administrative support staff to accommodate the needs of the Facilities Management, Custodial Services, Parks & Recreation, Sports Complex, two Project Managers and numerous facility rentals. The department currently manages 113 properties and over \$40 million dollars in Capital projects and the associated workload has increased well beyond what one administrative support staff can reasonably handle. In August, the department hired an OPS Administrative Secretary to fill the gap and absorb some of the day-to-day tasks that required attention. This additional administrative help has proven to be a vital contribution to the efficiency and effectiveness of the department and has directly impacted customer service and department performance.

The Parks and Facilities department is requesting Board approval to convert a custodial position into an administrative support staff position in effort to turn the current OPS position into a long-term administrative support staff position.

RECOMMENDED ACTION

Move to approve the conversion of one full-time custodial position to a full-time Parks and Facilities Administrative Secretary position and approve the associated job description (Fund 005, Cost Center 2672).

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of approximately \$7,000 annually and can be covered under current year budget by lapsed salaries and wages from vacant positions.

Attachments: [Administrative Secretary \(104\)0118.docx](#)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

JOB DESCRIPTION

REGULAR ☒		SENIOR MANAGEMENT SERVICE ☐		OPS/OTHER ☐	
POSITION INFORMATION				Position Type Admin ☐ Director ☐ Manager ☐ Supervisor ☐ Non-Supervisor ☒	
Job Title: Administrative Secretary		Division: Facilities Management		Department: Parks & Facilities	
Job Code: 0118		Pay Grade: 104		Pay Band: \$29,727.76 - \$44,591.64	
Included/Exempt: Included		Type of Transaction:			
EMPLOYEE:		Special Risk: Yes ☐ No ☒		Overtime: Yes ☐ No ☒	
1. This position reports directly to: Job Title <u>Administrative Assistant</u> Job Code <u>1041</u> Pay Grade <u>106</u>					
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					

POSITION DUTIES & RESPONSIBILITIES

General Description:

This is a skilled position responsible for assisting the Parks & Facilities Department with complex administrative, clerical and reception responsibilities.

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.

- Receives and screens callers.
- Answers inquiries or refers callers to appropriate personnel.
- Answers questions and provides information to the public via walk-in, electronic mail and telephone contact.
- Receives, sorts and routes incoming mail and correspondence to appropriate staff.
- Sets up and maintains functional paper and electronic file systems.
- Prepares forms independently and composes letters for director's signature.
- Files letters, reports and related information in the prescribed manner.
- Maintains calendars and schedules for facility rentals and processes rental applications.
- Processes facility rental applications and insurance information.
- Accepts, receipt and deposit rental payments and reconciles monetary collections.
- Submits payment requests to Purchasing and Finance departments.
- Processes requisitions and credit card reports for Parks & Facilities Department.
- Assists in drafting, proof-reading and processing reports, letters and other documents.
- Assist with record retention duties.
- Performs routine clerical functions including typing, word-processing, filing, and operation of other office equipment.
- 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:

- Knowledge of office practices and procedures.
- Knowledge of Business English, spelling, and punctuation.
- Knowledge of computer operations pertaining to administrative office work, word processing and spread sheets.
- Ability to prepare complex documents and compose letters and memorandum.
- Ability to make decisions in accordance with the rules, regulations, and policies of the department.
- Ability to communicate effectively, both orally and in writing.
- 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 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 public, vendors, co-workers, managers, and directors. 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.

MINIMUM QUALIFICATIONS**Education & Experience:**

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

Graduation from an accredited high school or possession of an acceptable equivalent diploma. A minimum of three (3) years of secretarial/clerical experience.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver license.

Other job related requirements:

Disaster Essential.

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

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 ☐

Title:

Date:

Supervisor/Director Signature:

Internal Use Only:

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

Approval of Human Resources:

Title: Human Resources Manager

Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 6, 2022

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request adoption of Resolution 22-23-30 for Budget Amendment 22-23-024 to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals.

STATEMENT OF ISSUE

This budget amendment is necessary to realign and appropriate budgeted funds within the General Fund to accomplish the grant/program goals for FY 22/23 for JAG 2022 (22034) project.

RECOMMENDED ACTION

Move to adopt resolution 22-23-30 for budget amendment 22-23-024 to realign the Sheriff's budgeted funds within the General Fund.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 005 (General) and the overall budget in the amount of \$1,267.00. The estimated amount budgeted was slightly higher than the amount of the Grant that was awarded to the Sheriff.

Attachments: [22-23-024 Project 22034 JAG 2022 \(BA\).pdf](#)
[22-23-024R Project 22034 JAG 2022 \(Resolution\).pdf](#)

November 15, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 11/14/2022

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101, 3327

PROJECT(S) #: 22034 PROJECT TITLE(S): JAG 2022 COST CENTER TITLE(S): Sheriff-005, Law Enforcement Other

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312130Z	US DOJ Grant (FDLE)		161,500.00		19,000.00	142,500.00
R	005		3312130Z	US DOJ Grant (FDLE)	22034	0.00	17,733.00		17,733.00
E	005	3327	54900Z	Law Enforcement Other		228,485.00		19,000.00	209,485.00
E	005	3101	53001Z	Project Operating Expense-Elected	22034	0.00	17,733.00		17,733.00
									0.00
									0.00
									0.00

REASON: To realign and setup budgeted FY 22-23 project for 2022 JAG (22034).

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-024

TRANSFER TYPE:

Approval

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

Denial

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 22-23-30

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-024 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-024 is hereby approved and authorized to set up and appropriate funding for project #22034 2022 JAG in the amount of \$17,733.00 with a net Fiscal impact of a decrease in the amount of \$1,267.00 as the estimated grant amount that was anticipated and budgeted came in lower.

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

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

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

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

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

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

PASSED AND ADOPTED this 6th day of December, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Christopher Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Denise Williams, County Veteran Service Officer

SUBJECT/TITLE: Request to remove Robert Farabee as a member of the Veterans Advisory Board.

STATEMENT OF ISSUE

According to "Termination of Membership" of the Veterans Advisory Board Bylaws (2009):

When an Advisory Board member is absent for three (3) regularly scheduled meetings within a six-month period of time (50%) without reasonable explanation in writing to the Veteran's Services Officer or to the Advisory Board, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intention. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

Mr. Robert Farabee has been absent the following Veterans Advisory Board meetings: August 4, 2022; September 1, 2022; October 6, 2022; and November 3, 2022. As such, termination of membership is requested.

RECOMMENDED ACTION

Move to remove Robert Farabee as a Veterans Advisory Board appointed member.

Attachments: [VAB Bylaws 2009.pdf](#)
[VAB Farabee email-CVSO.pdf](#)
[VAB Farabee reply email Aug 2022-Martine.pdf](#)
[VAB sign in roster Aug~Nov 2022.pdf](#)

HIGHLANDS COUNTY VETERAN SERVICES ADVISORY BOARD MISSION STATEMENT, STATEMENT OF GOALS AND BYLAWS

The Highlands County Veteran Services Advisory Board on this date revokes all prior documents pertaining to Mission Statement, Goals, and Bylaws, including the June 2006 Mission Statement, Goals, and Bylaws created by Highlands County Veteran Services Advisory Board, and hereby issues this document as the Mission Statement, Statement of Goals, and Bylaws by which the Veteran Services Advisory Board will be governed.

MISSION:

The Highlands County Veteran Services Advisory Board, (*Advisory Board*) appointed by the Highlands County Board of County Commissioners in January 2001, is established as a veteran community based support group, organized to promote, advocate and support veteran community-wide decision-making agendas and to improve communication within our veteran community.

To accomplish this mission, the *Advisory Board* will:

- serve as a resource for the Highlands County Board of County Commissioners and the community on veteran benefits issues in cooperation with the community in whole;
- promote patriotism with the local veteran organizations through informative functions such as yearly public forum and events;
- express views and opinions to the county government on issues that concern and affect veteran benefits; and
- conduct themselves in a professional manner that promotes integrity, honor and professionalism in the community.

VISION:

The *Advisory Board* will be recognized as a model of health and care excellence that puts the veterans first and who are motivated to ensure satisfaction in Veteran services. The *Advisory Board* will be viewed as a central force that brings together all partners in veteran services and provide accessible and high quality veteran services within the community.

GOALS:

- To continuously keep an open communication with the veteran community;
- To determine what can be done to have the greatest impact on the promotion of Veteran Administration (VA) benefits for the veterans or the surviving dependents of Highlands County;
- To bring local veteran organizations to the table and become part of the solution; and
- To conduct fact-finding and make recommendations to governmental and/or legislative bodies.

LOCATION:

The *Advisory Board* will hold regular meetings in the Veteran Services Office Building, 7209 South George Boulevard, Sebring, Florida, 863-402-6623, or at an announced location.

POLICY ON BOARD OF COUNTY COMMISSION APPOINTMENTS:

The efficient operation of government is dependent upon the input of citizens on committees, boards, and commissions (referred to in this document as "*Advisory Board*"). Our Board of County Commissioners structure allows us to receive input from citizens on how we can better serve our community. With that in mind, we strive to look for highly qualified individuals who represent a diverse cross-section of our community to serve as *Advisory Board* members.

This policy shall not apply in any respect to membership on boards where membership qualifications and terms are specifically set by State law and/or ordinance.

The Board of County Commissioners hereby establishes the following guidelines:

1. When a committee or board includes appointed alternate members, attendance for such alternate members shall consist of an appearance at all duly noticed committee or board meetings. (The *Advisory Board* has no alternates as members).
2. *Advisory Board* members (and alternate members) shall inform department head/staff liaison as soon as possible before a meeting when he or she has a possible conflict of interest, which would restrict their participation in the *Advisory Board* meeting.
3. When a vacancy occurs, the alternate members shall be given priority consideration for appointment to a board (based on seniority), unless specific requirements for that vacancy (e.g., occupation or district) prohibits that consideration. (The *Advisory Board* has no alternates as members).
4. A member of the public may serve on no more than three (3) committees simultaneously provided only one of the boards shall have final decision-making authority. All persons being considered for a committee position will be an elector of Highlands County.

The Board of County Commissioners hereby establishes the following procedures:

1. Approximately two months before any vacancies occur, the President of the *Advisory Board* and the County Veteran Services Officer will notify the Department Head/staff liaison assigned to the *Advisory Board*. The Department Head/staff liaison assigned to the *Advisory Board* will notify the Board of County Commissioners in writing of any upcoming vacancies. The vacancies shall be advertised to the public.
2. Persons may submit an application to the County Administrator's office for consideration on future appointments. The County Administrator shall keep a current file of all applicants and make such names available to the Board of County Commissioners for their consideration. Applications will be kept in an active file for a period of two years.
3. All appointments to the *Advisory Board* shall be made by the Board of County Commissioners. If a current *Advisory Board* member wishes to be reappointed, they will be asked to submit an application. When there are a sufficient number of volunteers, all qualified candidates' names

will be submitted to the Board of County Commissioners for consideration. Said application for membership for the *Advisory Board* is to contain the following: a brief biography, a copy of the applicant's DD-214 proving applicant is a veteran, a completed application, and a completed affidavit affirming understanding of the rules of the Board of County Commissioners to become a member of the *Advisory Board*.

4. After the Board of County Commissioners has appointed a member to the *Advisory Board*, the new member shall be notified in writing. The letter shall state the term of office for each appointed member.
5. The Department Head/staff liaison assigned to the *Advisory Board* will be responsible for obtaining the required oath of office; briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting gifts.
6. The County Administrator or designee shall be responsible for the preparation of a new member package to acquaint each new member with standard operating procedures.
7. With each position that is determined to be an office, a completed "Dual Office Holding" questionnaire shall be attached to the application to prevent possible appointment of somebody to a "Dual Office" who already holds an office. ("Dual Office" as provided for in §s.5(a), Art. II, of the State Constitution).
8. The County Administrator's office shall be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members with the dates of term expirations.
9. The Department Head/staff liaison assigned to the *Advisory Board* shall be responsible for the professional input and analysis in addition to administrative functions of the committee, which includes:
 - a. notices of meetings,
 - b. minutes of meetings,
 - c. agendas typing in accordance with directions from the chairman, and
 - d. gathering of materials and copying for the *Advisory Board*.
10. Each Department Head/staff liaison assigned to the *Advisory Board* is responsible for keeping the attendance records of the members. When a member's attendance drops below the 50% mark in a six-month period, or three absences in a row in a six-month period accrue without reasonable explanation, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intentions. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.
11. Whenever the *Advisory Board* feels a need to make a recommendation or report for the Board of County Commissioners, the Department Head/staff liaison assigned to the *Advisory Board* will

be responsible for scheduling the meeting on the Board of County Commissioners' agenda and submitting the documents for the Board of County Commissioners' consideration.

12. Changes in any policy or procedure by the Board of County Commissioners shall be submitted to all *Advisory Board* members by the Department Head/staff liaison assigned to the committee.
13. If an *Advisory Board* member finds a need to be removed from an appointed position, a written resignation is requested by the Board of County Commissioners for documentation purposes.

MEMBERSHIP:

The *Advisory Board* will be comprised of seven (7) voting members, all related to the veteran community. Two members should be from each of the three communities, Avon Park, Sebring, and Lake Placid. One member can be "at large", from any of the three communities.

For the purpose of this *Advisory Board*, the community boundaries are as follows: North of the intersection of U.S. 27, Schumacher Road and Sebring Parkway to the Polk-Highlands County Line shall be considered the Avon Park Community. South of the intersection of U. S. 27, SR 98 and SR 66 to the Glades-Highlands County Line shall be considered the Greater Lake Placid Community. The area between SR 66 and Schumacher/Sebring Parkway shall be considered the Sebring Community.

When there is a vacancy on the *Advisory Board* and cannot be filled by a veteran representing the community in which the prior member resided, a representative from another community may be appointed. There will be no alternates on the *Advisory Board*. The County's guidelines in the "Policy on Board Appointments" shall be followed.

TERMS OF APPOINTMENTS:

Appointments will be made for a term of three (3) years, with staggered terms for members. A member may succeed him/herself only one time. When the first term is over, that appointed member must apply for the position just as any other veteran must apply for a vacant position. When a member's second term is over the veteran must be off the *Advisory Board* at least one full calendar year before applying for any new vacancy.

TERMINATION OF MEMBERSHIP:

When an *Advisory Board* member is absent for three (3) regularly scheduled meetings within a six-month period of time (50%) without reasonable explanation in writing to the Veteran's Services Officer or to the *Advisory Board*, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intention. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

The selection process for a position vacated earlier than the full term is the same for any *Advisory Board* vacancy. (See "Selection of Membership Process"). The selected person to fill the vacancy will complete the term of the vacating *Advisory Board* member. At the end of the vacated term, the selected

person may apply for the vacant seat as his/her first term of three years, just as any other veteran applying for a vacancy.

ADVISORY BOARD ACTIONS:

- Each member of the *Advisory Board* shall have one vote, which may be exercised by the member.
- The presence of four (4) members (57%) of all voting members serving on the *Advisory Board* shall be necessary at any meeting to constitute a quorum to transact business.
- Unless otherwise required by these By-Laws, action of the *Advisory Board* shall require a majority affirmation vote of the membership, conducted by the Roll Call voting process.
- Amendments/revisions to these By-Laws shall require an affirmative vote of four (4) members (57%) of the membership of the *Advisory Board*.
- All By-Law changes must be approved by the *Advisory Board* before submitting the Amended or Revised By-Laws to the Board of County Commissioners for their final approval. Until such approval is rendered, the *Advisory Board* will continue to operate under the existing By Laws.
- All correspondence recommended by a Member to be sent by the *Advisory Board* shall be presented to the Secretary in draft format. If approved by the *Advisory Board* for distribution, correspondence will be sent on *Advisory Board* letterhead, produced by the Veteran Services Office staff.

MEETING:

The *Advisory Board* shall meet as often as necessary, not less than once a quarter. Notice of regular meetings shall be given to each member at least one week prior to each meeting. The regular scheduled meetings are held on the first Thursday of each month. The *Advisory Board* may also be required to convene Special meetings when called by the Chair or at the request of four (4) *Advisory Board* members by contacting the Department Head/staff liaison assigned to the *Advisory Board* or the County Veteran Services Officer, who will then post the meeting and provide *Advisory Board* members seventy-two hours' notice, accompanied by an agenda specifying the subject of the Special Meeting.

MEETING NOTICES:

All *Advisory Board* meetings are open to the public and must be publicly noticed seventy-two (72) hours in advance. Additionally, all meetings are subject to Florida Government "In The Sunshine Laws" (Public Records and Open Meeting Laws). Meeting Notices are posted on the County Official Bulletin Board.

SUNSHINE LAW:

Since the *Advisory Board* members exercise authority to conduct fact-finding, as well as make recommendations to governmental and/or legislative bodies, said *Advisory Board* is viewed as participating in the decision-making process. Therefore, the Highlands County Veteran Services *Advisory Board* is subject to the Florida Government "In The Sunshine Laws"—Section 286.011 F.S. (Open Meetings) and Chapter 119 F. S. (Public Records).

DUTIES OF OFFICERS:

The Chair:

- shall preside at all meetings of the *Advisory Board*;
- shall act as one of the members of the *Advisory Board*, having privileges of discussing all matters before the *Advisory Board*, and have the same voting rights as the *Advisory Board* members. However, the Chair shall neither introduce nor second any motion before the *Advisory Board*;
- shall perform all the duties usually pertaining to the Office of the Chair; and
- shall hold a one-year term of office, commencing at the regularly held August *Advisory Board* Meeting of each calendar year. The *Advisory Board* can elect the Chair to hold a second year of office.

The Vice Chair:

- shall presided at all meetings of the *Advisory Board* in the absence of the Chair;
- shall perform all duties usually pertaining to the Office of the Vice Chair;
- shall assume the office and duties of the Chair in the event that office becomes vacant; and
- shall hold a one-year term of office, commencing at the regularly held August *Advisory Board* Meeting of each calendar year. The *Advisory Board* can elect the Vice-Chair to hold a second year of office.

Highlands County Veterans Services Office shall:

- take and distribute minutes at all scheduled *Advisory Board* Meetings;
- send out meeting notices to all voting members, Chairman of the Veterans Council and to other interested parties;
- assure that all upcoming *Advisory Board* meetings are posted on the public bulletin board at the County Government Center;
- provide copies of all requested documents pertaining to the *Advisory Board*;
- secure all records and minutes pertaining to the *Advisory Board*;
- make recommendations on filling vacancies on the *Advisory Board* to the Highlands County Board of County Commissioners; and
- pass concerns of veterans to other governmental agencies.

CONFLICT OF INTEREST:

Members of the *Advisory Board* will, prior to voting on any issue that involves any program or agency in which they participate as an employee or member of governing authority, disclose their interest in said program or agency and submit a written statement to the Chair. In such instances, members shall abstain from voting on such issues.

Williams, Denise

From: Williams, Denise
Sent: Tuesday, September 6, 2022 5:58 PM
To: Robert Farabee
Cc: Gardner, Ingrashere A.
Subject: HCBCC Veteran's Advisory Board
Attachments: ByLaws20210713 - Review.pdf; VAB 2022 Attendance.pdf

Importance: High

Good afternoon Mr. Farabee,

Hope this email finds you well. Could you please provide clarification as to your intent with the HCBCC Veteran's Advisory Board: would you like to continue as a member or would you prefer to be removed as a member; if so, would you please put this in writing with a formal letter or in an email. We have other veterans that are interested in becoming a member.

The reason I am reaching out to you is because of two, consecutive missed meetings with no notification to the VAB. I just wanted to ensure you are aware of the VAB bylaws regarding missed meetings - we need to make sure this is no miscommunication.

According to the VAB bylaws,

When a member is absent for three (3) regularly scheduled meetings within a six month period of time (50%) without reasonable explanation in writing to the Veteran's Services Officer Advisory Board, or to the Department Head/staff liaison shall notify the member in writing and request notice of the member's intention. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

I do understand that you are busy with other veterans activities and we appreciate all you that do for our veterans.

Look forwarding to hearing from you.

Very Respectfully,



Denise Williams, U.S. Army

County Veteran Services Officer

Highlands County Board of County Commissioners

863-402-6623

dwilliams@highlandsfl.gov

www.highlandsfl.gov

7209 S. George Blvd.

Sebring FL 33875



DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

Williams, Denise

From: Gardner, Ingrashere A.
Sent: Friday, November 4, 2022 10:09 AM
To: Rigterink, Michelle R.; Williams, Denise
Subject: Fwd: HCBOCC Annual Fiscal Year 2020-2021 report part of pg. 12

Look at what the PIO found!! Gloria is the best!!

Sent from my Verizon, Samsung Galaxy smartphone
 Get [Outlook for Android](#)

From: Rybinski, Gloria <grybinski@highlandsfl.gov>
Sent: Friday, November 4, 2022, 7:53 AM
To: Gardner, Ingrashere A. <igardner@highlandsfl.gov>
Subject: FW: HCBOCC Annual Fiscal Year 2020-2021 report part of pg. 12

See below.

From: Robert F <reelitinrob@gmail.com>
Sent: Friday, August 26, 2022 10:46 AM
To: Martinez-Vega, Antonio <avega@highlandsfl.gov>
Subject: Re: HCBOCC Annual Fiscal Year 2020-2021 report part of pg. 12

[CAUTION: External Message*]

Please remove me from your email list. Thank you

On Thu, Aug 25, 2022, 12:50 PM Martinez-Vega, Antonio <avega@highlandsfl.gov> wrote:

Good afternoon.

Vice Chair Mr. Ken Kirk asked me to share this information with the VAB Board and I made copies for the VAB meeting for September 1st, 2022. Please see attached the HCBOCC Annual Fiscal Year 2020-2021 report this portion of page 12 that has information about the VSO and some of the events the VSO has been a part of for 2020-2021.

V/r



Antonio Martinez Vega, US Navy
 Veteran Services Specialist
 Highlands County Board of County Commissioners
 863-402-6623
avega@highlandsfl.gov



www.highlandsfl.gov
 7209 S. George Blvd, Sebring FL 33875

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
VETERAN ADVISORY BOARD**

SIGN-IN SHEET

MEETING DATE: **August 4th, 2022**

Please **PRINT**, board members will receive minutes via **Email Address**. Guest will receive a copy of this meeting by providing an address or email address.

[illegible]



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
VETERAN ADVISORY BOARD**

SIGN-IN SHEET

MEETING DATE: 9/1/2022

Please **PRINT**, board members will receive minutes via **Email Address**. Guest will receive a copy of this meeting by providing an address or email address.

NAME	Email or Address
Kenneth Kirk	Ken@wejaysing.com
DAVID Fearnley	ddfxc90@aol.com
Arlene Tuck	arlene.3234@gmail.com
Doug Tuck	
Jim Burchans	jrbuab@gmail.com
Art Bousquet	art@abousquet.com
Charles Martin	chasja1991@yahoo.com
Denise Wilkin	



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
VETERAN ADVISORY BOARD**

SIGN-IN SHEET

MEETING DATE: 10/6/2022

Please **PRINT**, board members will receive minutes via **Email Address**. Guest will receive a copy of this meeting by providing an address or email address.

[illegible]



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
VETERAN ADVISORY BOARD**

SIGN-IN SHEET

MEETING DATE: 11/3/2022

Please **PRINT**, board members will receive minutes via **Email Address**. Guest will receive a copy of this meeting by providing an address or email address.

NAME	Email or Address
Charles Martin	chasjr1981@yahoo.com
DAVID Fearnley	ddfxc90@aol.com
KEN KIRK	ken@wejoxsing.com
Kelly Brooks	kelbrooksemtm-inc.net
Art Bousquet	art@abousquet.com
Jim Burhans	JRB JRBVAB@gmail.com
Larry Andrews	strengthofjays@hotmail.com
Denise Williams	dwilliams@highlandfl.gov

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022 9:00 AM

PRESENTER: Denise D. Williams, CVSO

SUBJECT/TITLE: Request to appoint Robert Brooks to the Veterans Advisory Board.

STATEMENT OF ISSUE

Presently, there is one (1) board vacancy for the Highlands County Board of County Commissioners Veterans Advisory Board. We respectfully recommend Robert Brooks for a three (3) year term representing the Lake Placid 1 District. If appointed, Mr. Robert Brooks' term will begin December 6, 2022.

RECOMMENDED ACTION

Move to appoint Robert Brooks representing the Lake Placid 1 district to a three (3) year term beginning December 6, 2022.

FISCAL IMPACT

NO FISCAL IMPACT

Attachments: [Robert Brooks VAB application.pdf](#)
[VAB Minutes November 4, 2022.pdf](#)

APPLICATION

(To request appointment to the Veterans Services Advisory Board)

Name: Robert Norris Brooks
 Address: 1938 Pine Key Blvd
Sebring, FL 33870
 Phone: 863-471-6318 CellPhone: 863-381-4176

I wish to be appointed to the following board, committee, authority or special activity of the Veterans Services Advisory Board as a: ☒ regular member ☐ alternate ☐ advisory only.

Employment Experience:

Current: Working on "as needed basis" as a Pharmacist at HCA Highlands Hosp
 Brief Description: Position as a Staff Pharmacist
 Previous: Retired Colonel, USAF, BSC, then Director of Pharmacy at HCA Hosp
 Brief Description: Pharmacy Officer in charge of MacDill Pharmacy. 2nd largest in USAF

Education / Special Training

High School: Hardee High School, Wauchula, FL
 College: BS in Pharmacy, U of FL. MA, Ball State Univ, MBA Midwestern State Univ
 Special training: Numerous seminars and courses. Master Instructor Certificate from USAF

Activities and Interests:

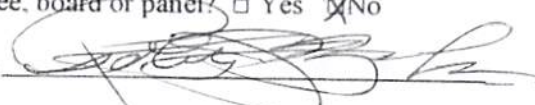
Golf, Computers, Reading, and Traveling

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

President of South Central FL Chapter of MOAA, Member Veterans Council of Highlands Cty,
Vice President, Pine Villas HOA, Past President of Avon Park Rotary Club

Important:

The Highlands County Board of County Commissioners has an adopted "Code of Conduct" for persons serving on committees, boards, and panels appointed by the Highlands County Board of County Commissioners. Part II, Number 10, of the Code of Conduct prohibits "Being convicted of a felony or first degree misdemeanor as defined by Florida Statutes or any other crime involving moral turpitude." Have you ever been convicted of a crime that would preclude you from serving on a committee, board or panel? ☐ Yes ☒ No

Date Submitted: 4 Oct 2022 Signature: 

Verified Veteran Status
 3 Nov 2022

Robert Norris Brooks
 1938 Pine Key Blvd. Sebring, FL 33870
 863-381-4176 (Cell) / rphbob@me.com

Objective Leadership role as **Director of Pharmacy or Pharmacy Manager** in an acute care hospital.

CAPABILITIES

Management Experienced in supervision of professional and non-professional staff (100+ associates), JCAHO requirements, problem solving, inventory management, and daily hospital pharmacy operations.

Financial Payroll control, budget forecasting, monthly operations reporting to administration, charge reconciliation, and cost containment. Demonstrated by a 13% reduction in overall expenditures.

Clinical: Knowledgeable in Econotherapeutics. Responsible for oversight with development and implementation of clinical services. Demonstrated by an 18% reduction in antibiotic cost and 10% reduction in other high-cost medications.

Computer: Literate in the application of computers used in hospital and pharmacy operations. Systems include HMM, AS400, HBOC Series, McKesson Physician Portal System, AcuDose, Pyxis, Patient Safe Solutions Electronic MAR and Bedside Barcoding, and Windows based office programs.

ACHIEVEMENTS

- ✓ Implemented the first IV admixture and unit-dose drug distribution system in the Air Force at a 200-bed hospital.
- ✓ Appointed to Pharmacy faculty as an externship facilitator: University of Florida.
- ✓ Implemented a pharmacy externship rotation program.
- ✓ Designed satellite pharmacy that dispensed over 3,000 prescriptions per day. This removed 80% of the total pharmacy workload from the main hospital and reduced patient waiting times from over two hours to an average of 15 minutes.
- ✓ Planned and implemented a system to deliver over 2,500 prescriptions a week using existing manpower and facilities to beneficiaries who lost services after Homestead AFB was destroyed by a hurricane.
- ✓ Negotiated, at no cost, installation of computer system at the School of Health Care Sciences for use in the pharmacy technician-training program.
- ✓ Authored Biomedical Sciences Officer Orientation Course that taught management skills, Air Force regulations and JCAHO requirements for new Pharmacy and Laboratory Officers. Later the course was expanded to include other Biomedical Officer specialties.
- ✓ Awarded Master Instructor during my tenure as Director, Air Force Pharmacy Technician Training Courses.
- ✓ Replaced process of cart fill with Profile Driven Automation in two hospitals.
- ✓ Licensed as a Pharmacist in Florida and Maryland and Consultant Pharmacist in Florida.
- ✓ Presented the prestigious Mortar and Pestle Award for most outstanding pharmacy in Tactical Air Command among 18 medical facilities.

EMPLOYMENT

2001-Present Director of Pharmacy, Interim Director of Pharmacy and Staff Pharmacist – HCA Highlands Hospital

2000-2001 Pharmacy Manager – K-Mart Pharmacy, Sebring, FL

1994-2000 Assistant Director and Director of Pharmacy – Advent Health (formerly FI Hosp Heartland Div), Sebring, FL

1993-1994 Hospital Pharmacy Computer Hardware and Software Training and Installation Specialist, Performance Pharmacy Systems, Clearwater FL

1969-1993 Director, Pharmacy Services at several Air Force Medical Facilities; Medical Inspector, Worldwide Active Duty Forces; Director, Air Force Pharmacy Technician Training Courses; Assistant Director of Pharmacy

EDUCATION

1969 B.S. in Pharmacy, University of Florida

1975 M.A. in Psychological Guidance and Counseling, Ball State University

1983 Master of Business Administration, Midwestern State University



Highlands County
Veterans Advisory Board
Veteran Services Office
7209 South George Boulevard
Sebring, Florida 33875 -5847

November 4, 2022

Call to Order

Chairman Mr. Kenneth Kirk called the meeting to order at 3:30 p.m.

The Invocation: Ms. Denise Williams, County Veteran Services Officer, CVSO

The Pledge of Allegiance: CVSO Williams

Sunshine Law: Ms. Michelle Rigterink, Assistant Veteran Services Officer, AVSO

Roll Call: AVSO Rigterink

Members present:

Vice Chair, Mr. Kenneth Kirk, Mr. Larry Andrews, Mr. Charles Martin, Jr., Mr. David Fearnley, Mr. Bousquet.

Non-voting members:

CVSO Denise Williams

AVSO Michelle Rigterink

Approval of Minutes:

V. Chair Kirk made a motion to approve the minutes from the September 1, 2022, meeting, with a first from Mr. Martin, Jr., and a second from Mr. Fearnley, all in favor. V. Chair Kirk made a motion to approve the minutes from the October 6th, 2022, meeting with a first from Mr. Bousquet, and a second from Mr. Martin, Jr., all in favor.

Introduction of Guest: V. Chair Kirk introduced MTM transit General Manager, (GM) Kelly Brooks as guest speaker.

Old Business

1. V. Chair Kirk asked CVSO Williams for an update on the bylaws. CVSO Williams is working on submitting to the HCBOCC for the Dec. 6th, 2022, meeting with V. Chair Kirk as the representative from the VAB.
2. Medal of Honor update: \$250k in funds confirmed and a groundbreaking ceremony is scheduled for November 29th at 1400 in the new location at the Highlands County Complex in the Girl Scout House location.
3. Veteran's Day update: A parade will take place in downtown Sebring on the 11th at 11:00 am. with no ceremony to follow. The local service organizations will also be sponsoring several celebrations across the county, American Legion Post 69, American Legion Post 25, Post 4300.

New Business:

1. Mr. Kirk recommended a motion to the board to nominate Mr. Robert Brooks as a new member to the board, Mr. Fearnley with the first, and a second from Mr. Bousquet, all in favor.
2. Discussion of priorities: V. Chair Kirk raised possible priorities to consider (as outlined in the meeting agenda) and the board were generally all in agreement. V. Chair is committed to getting a guest speaker for

each meeting and he noted that the Sebring VA clinic has committed to coming back again in six months. Transitional housing was talked about briefly and CVSO Williams mentioned St. Vincent De Paul as a resource for Veterans that are in transition. It was also noted that the VFW honor guard is looking for new members.

3. Mr. Fearnley shared some information about a veteran owned company that creates commemorative plaques for Veterans, and they also operate a T-shirt per month program for Veterans celebrating different aspects of service in the Armed forces.

Open Discussion:

1. Ms. Brooks gave a brief presentation about funding aspects of the organization and then talked about the application process for the citizens of Highlands County to qualify for rides. The MTM operates primarily on a reservation-only basis requiring 48 hours advance notice for a ride. The MTM provides approximately 5500 rides in the GM's 4-county jurisdiction with most rides (75%) going to the residents of Highlands County. Highlands County resident eligibility is based on being : (1) a disabled resident, or (2) a low-income resident, or (3) an elderly resident aged 60 or older. Applications for rides are available online and GM Brooks will provide further information to V. Chair Kirk to help the VAB communicate this resource to our Veterans in Highlands County.

2. CVSO Williams mentioned that "Homes for Troops" is having an official ceremony at the First United Methodist Church, on Nov 5th at 10:00 a.m. 200 S. Lake Avenue, in Avon Park.

Adjourn: V. Chair made a motion to adjourn the meeting at 4:40 p.m. with a first from Mr. Fearnley and a second from Mr. Martin, Jr, all in favor.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager

SUBJECT/TITLE: Public Hearing to consider text amendments to the Highlands County Land Development Regulations, Florida pertaining to Agricultural Worker Housing.

STATEMENT OF ISSUE

The Highlands County 2030 Comprehensive Plan contains a Housing Element that provides for objectives and policies to guide future housing related development; Objective 9 is specifically related to Agricultural Worker Housing. Objective 9 states [the County shall] “Encourage the development of agricultural worker housing to meet the needs of the agricultural business in Highlands County.”

Currently, agricultural workers are limited to agriculturally zoned properties, or residential zoned properties with a maximum of 4 unrelated persons per single family home. In the Agricultural (AU) zoning district, the agricultural workers must work on the property that they are requesting to live on. Otherwise, a special exception must be applied for to the Zoning Board of Adjustment with no guarantee of approval.

The agricultural community has asked that staff work on potential amendments to the Highlands County Land Development Regulations that will complement the objectives of the Highlands County Comprehensive Plan and that will reduce or eliminate the requirement for a special exception. Staff has partnered with Central Florida Regional Planning Council (CFRPC) to draft proposed language based on regulations found throughout central Florida and the Heartland region.

The Planning and Zoning Commission recommended approval of the text amendments on November 8, 2022.

RECOMMENDED ACTION

Move to approve on first reading Ordinance 22-23-11, proposed text amendments to the Land Development Regulations, pertaining to Agricultural Worker Housing and schedule the second hearing for December 20, 2022, at 9:00 a.m. or soon thereafter as possible.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Ag Worker Housing LDR Amendments Summary.pdf](#)
[Ordinance re. Agricultural Workforce Housing.pdf](#)

**Summary of Amendments to Chapter 12, Land Development
Regulations, of the Highlands County Code of Ordinances
Article 2 – Definitions and Abbreviations
Article 5 – District Regulations
Article 8 – Special Land Uses**

Referenced Sections 2 through 4 correspond to the section in the ordinance

SECTION 2: LDR Section 12.02.104 – Definitions.

12.02.104. Added newly created definitions for agricultural (ag) worker and agricultural worker housing

SECTION 3: LDR Section 12.05.200 – Agricultural District

12.05.200.B.10. Revised permitted use of farm labor personnel to ag worker housing and added that this type of housing must meet special requirements found in section 12.08.124.

SECTION 4: LDR Section 12.05.201 – Estate District

12.05.201.D.10. Added the ability to apply for a special exception for ag worker housing and that it must meet section 12.08.124.

SECTION 5: LDR Section 12.05.214 – R-3 NC Non-Commercial Multiple-Family Dwelling District

12.05.214.D.9. Added the ability to apply for a special exception for ag worker housing and that it must meet section 12.08.124.

SECTION 6: LDR Section 12.08.124 – Agricultural Worker Housing

12.08.124.A. Applicability.

12.08.124.B. Purpose and Intent.

12.08.124.C. General Requirements, including:

1. Location – Ag zoning outright permitted use; all residential districts would require a special exception
2. Proximity to Services – should be located within two (2) miles of grocery store or provide scheduled trips. Laundry facilities should be provided or provide scheduled trips
3. Housing types – single-family dwellings, mobile homes, duplexes, multifamily dwellings and hotels/motels
4. Minimum lot size – must meet zoning district requirements
5. Maximum density – must meet future land use designation. Max occupants = 10 per allowable unit
6. Occupancy – occupied solely by ag workers and their families

7. Site Plan shall include floor plans and maximum number of occupants
8. Minimum floor area – pursuant to Section 12.09.306.A. and restated here
9. Minimum sleeping floor area – pursuant to Section 12.09.306.B. and restated here
10. Additional Requirements – kitchen, outdoor space, skirting for mobile homes
11. Site Design Requirements – setbacks, internal roads, access requirements, parking, clustering, buffering, property maintenance
12. Water and sewer – shall be provided as required by law
13. Notice of conveyance – notice shall be provided by sellers to buyers that the housing is for ag worker housing only

12.08.124D. Application Requirements

1. Documentation – provide proof or affidavit that occupants are working for active ag operations
2. Site plan shall be required
3. No expansion of facility allowed without further approval

12.08.124.E. On-site Property Management

1. Management Personnel shall be on-site at all times while workers are in residence for developments of greater than 50 workers
2. Garbage containers shall be allowed to be placed at the curb for pickup no earlier than noon the day prior to pickup and must be removed no later than 11:59 p.m. the evening of the pickup day
3. Quiet hours shall be observed between 9:00 p.m. and 6:00 a.m. the following day
4. Noise shall adhere to the County's noise ordinance
5. Fire extinguishers shall be provided with respect to the Fire Code
6. Registration of units shall be required

12.08.124.F. Notice Requirements and Appeals

1. Ag properties notice required 30 days prior to the decision of the Development Services Director
2. Ag properties appeals required within 30 after the decision of the Development Services Director
3. All other properties follow special exception guidelines

ORDINANCE NO. 22-23-11

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AGRICULTURAL WORKER HOUSING; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS AND ABBREVIATIONS, SECTION 12.02.104, DEFINITIONS AND INTERPRETATIONS; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.200, AGRICULTURAL DISTRICT, SECTION 12.05.201, ESTATE DISTRICT, AND SECTION 12.05.214, NON-COMMERCIAL MULTIPLE-FAMILY DWELLING DISTRICT; PROVIDING FOR THE CREATION OF CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.124, AGRICULTURAL WORKER HOUSING; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS AND ABBREVIATIONS, SECTION 12.02.104, DEFINITIONS AND INTERPRETATIONS.

The Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 2, Definitions and Abbreviations, Section 12.02.104, Definitions and Interpretations, is hereby amended to include the following new definitions:

Agricultural Worker(s): A person or persons employed for labor in agriculture.

Agricultural Worker Housing: The living accommodations of Agricultural Workers and their families, on one lot or parcel without regard to duration, which occurs exclusively in association with the performance of agricultural labor.

SECTION 3. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.200, AU AGRICULTURAL DISTRICT.

The Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Section 12.05.200, AU Agricultural District is hereby amended as follows:

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

Section 12.05.200. – AU Agricultural District.

B. Permitted principal uses and structures are:

10. ~~Permanent or temporary structures to house farm labor personnel on farm site with structures located at least 300 feet from any other property under separate and different ownership;~~ Agricultural Worker Housing subject to the requirements of Section 12.08.124.

SECTION 4. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.201, EU ESTATE DISTRICT.:

The Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Section 12.05.201, EU Estate District is hereby amended as follows:

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

Section 12.05.201. – EU Estate District.

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

10. Agricultural Worker Housing subject to the requirements of Section 12.08.124.

SECTION 5. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.214, R-3 NC NON-COMMERCIAL MULTIPLE-FAMILY DWELLING.

The Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Section 12.05.214, R-3 NC Non-Commercial Multiple-Family Dwelling is hereby amended as follows:

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

Section 12.05.214. – R-3 NC Non-Commercial Multiple-Family Dwelling.

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

9. Agricultural worker housing subject to the requirements of Section 12.08.124.

SECTION 6. CREATING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.124, AGRICULTURAL WORKER HOUSING

The Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 8, Special Land Uses, Section 12.08.124, Agricultural Worker Housing is hereby created as follows:

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

Section 12.08.124. ~~Reserved~~ Agricultural Worker Housing.

- A. Applicability.** Agricultural Worker Housing is allowed as a principal use in the Agricultural District, pursuant to Section 12.05.200, and may be allowed by special exception in certain residential zoning districts.
- B. Purpose and Intent.** Agricultural Worker Housing is provided specifically to house those persons engaged in agricultural labor. New housing specifically directed at housing Agricultural Workers is established to provide decent, safe and sanitary accommodations.
- C. General Requirements.** All Agricultural Worker Housing shall meet the following standards.
1. Location. Agricultural Workers may be housed in the Agricultural zoning district or by special exception in certain residential zoning districts. Special review is required if such use is located in an overlay district including but not limited to military operating areas and airport protection zones.
 2. Proximity to Services.
 - a. Developments should be located within two (2) miles of a grocery or general mercantile or should provide management-sponsored transportation to a grocery or general mercantile; a minimum of two (2) visits on working days and two (2) scheduled round trips on non-working days.
 - b. Developments shall provide one (1) scheduled round trip on a non-working day per calendar week to laundry facilities if laundry facilities are not provided on-site.

3. Housing Types. The following housing types are permitted either as principal buildings or accessory buildings as allowed by the zoning district in which the housing is located:
 - a. Single-family dwellings
 - b. Mobile homes
 - c. Duplexes
 - d. Multifamily dwellings
 - e. Hotels, motels
4. Minimum Lot Size. All Agricultural Worker Housing shall meet the minimum lot size requirements of the zoning district in which the housing is located.
5. Maximum Density. Agricultural Worker Housing shall comply with the density requirements of the Future Land Use designation for the property. Dwelling units shall be calculated to not exceed 10 residents per allowable unit.
6. Occupancy. Agricultural Worker Housing facilities shall be inhabited solely by individuals, and their families (if any), who are employees of active agricultural operations, and management personnel as may be required.
7. The applicant shall submit a site plan which shall include floor plans showing the size and dimensions of all rooms and list the maximum number of persons who may occupy each structure pursuant to the provisions of this Section. Such application shall include a state permit to operate a migrant housing facility pursuant to Florida law, if applicable.
8. Minimum Floor Area. Pursuant to Section 12.19.306.A. of this Code, the minimum square footage requirements are as follows:
 - a. One (1) occupant = one hundred fifty (150) square feet minimum; and
 - b. Two (2) occupants = two hundred fifty (250) square feet minimum; and
 - c. Three (3) occupants = three hundred fifty (350) square feet minimum; and
 - d. Four (4) occupants = four hundred fifty (450) square feet minimum; and
 - e. Additional one hundred (100) square feet for each additional occupant.
9. Minimum Sleeping Floor Area. Pursuant to Section 12.19.306.B. of this Code, the minimum square footage requirements for bedrooms are as follows:
 - a. One (1) occupant = seventy (70) square feet minimum; and

- b. Two (2) occupants = one hundred twenty (120) square feet minimum; and
- c. Three (3) occupants = one hundred seventy (170) square feet minimum; and
- d. Four (4) occupants = two hundred twenty (220) square feet minimum; and
- e. Additional fifty (50) square feet for each additional occupant.

10. Additional Requirements.

- a. One (1) fully equipped kitchen per ten (10) beds or increment thereof or a facility that has been deemed appropriately designed to support the residents; and
- b. Two hundred (200) square feet of outdoor space per bed.
- c. If mobile homes are utilized, they shall be under skirted, so no support structures are visible.

11. Site Design Standards.

- a. Setbacks. In order to maintain the character of existing or proposed development patterns in the area, agricultural worker housing shall be located on the property so as to minimize any impact on adjacent property.
 - i. All structures shall comply with the setbacks of the zoning district in which they are located.
 - ii. The setback requirement may be increased at the discretion of the Development Services Director in order to minimize or eliminate any potential visual impact on surrounding existing residential development.
- b. Internal Roads. For properties with a zoning designation of Agricultural District, internal roads shall meet the requirements of the Highlands County Technical Standards Manual for two-lane unpaved roads or for roads surfaced with a hard-dustless material.
- c. Access. Access to agricultural worker housing units shall be by direct access from a private, local, County, State, or Federal maintained road with adequate capacity to handle the anticipated traffic volume. Existing on-site agricultural worker housing changing to off-site agricultural worker housing may be allowed to maintain their existing access with a maintenance agreement with the County. For properties with a zoning designation of Agricultural District, all access drives shall be maintained with a stabilized base (0.10 structural layer coefficient) and shall have a minimum width of twenty-four (24) feet. Access shall comply with the requirements of Article 9 of this Code.

- d. Parking. All parking must meet the requirements of this Code.
 - e. Arrangement of Structures. The maximum number of dwelling units may be arranged in a cluster fashion.
 - f. Visual Buffer. Agricultural worker housing is subject to the applicable landscape requirements. If the abutting use is residential, a Type D transitional buffer shall be required. If the use is located within an active mature grove that has trees surrounding the property, the grove may satisfy buffer yard requirements.
 - g. Property Maintenance. Developments shall be maintained in a neat, orderly, and safe manner so as not to endanger or jeopardize the health, safety, or general welfare of on-site and adjacent residents, in compliance with all applicable regulations.
12. Water and Sewer. Potable water and sanitary sewage facilities shall be available in compliance with all applicable provisions of all federal, state, and local laws, rules, and regulations.
13. Notice of Conveyance. Wherever an interest in real property within an area covered by an approved subdivision or special approval for Agricultural Worker Housing is sold, the seller shall attach to the instrument of sale a notice directing the buyer's attention to such approval (including any amendment) and the area of a lot of record used as a basis for the Agricultural Worker Housing. The notice shall also generally apprise the buyer of the development rights, requirements, and remedies provided under such approval, under this Code. Such notice shall be on a form approved by the County Attorney.

D. Application Requirements.

Construction of Agricultural Worker Housing shall not commence until an application has been submitted to the Development Services Director and a permit issued, consistent with this Section and all applicable requirements.

- 1. Documentation. The applicant shall submit one of the following with an application:
 - a. If the proposed Agricultural Worker Housing is located on-site of an existing agricultural operation, provide evidence of a current agricultural ad valorem tax exemption as issued by the Highlands County Property Appraiser.
 - b. If the proposed Agricultural Worker Housing is located off-site of an existing agricultural operation, provide evidence of a current agricultural ad valorem tax exemption for the agricultural operation where labor is being performed as issued by the Highlands County Property Appraiser.
 - c. An affidavit that all occupants shall be employees of a licensed agricultural labor contractor.

2. Site Plan. A site plan shall accompany the application for Agricultural Worker Housing, consistent with the site plan requirements of this Code.
3. Expansion of Facility. No subsequent expansions of an Agricultural Worker facility or Agricultural Worker Housing as depicted on an approved site plan shall be allowed without approval by the Development Services Director. However, any subsequent decrease of the approved units is permitted.

E. On-Site Property Management.

1. Management Personnel. Apartment and dormitory style Agricultural Worker developments of greater than 50 Agricultural Workers shall have management personnel available at the facility at all times while workers are in residence. A management plan addressing such issues as first aid and direct contact with the employer shall also be required.
2. Refuse Collection and Garbage Receptacles. No garbage container shall be located at the curb for pickup before 12:00 p.m. of the day prior to pick up, and the garbage container shall be removed before 11:59 p.m. of the day of pickup. In addition, if a property owner or property manager is unable to comply with this requirement around the weekly pick-up day, arrangements for additional refuse collection must be secured by the operator.
3. Quiet Hours. Between the hours of 9:00 p.m. of one day and 6:00 a.m. of the next day, all residents shall observe quiet hours. This means all outdoor activity shall be kept to a reasonable noise level that is non-intrusive and respectful of neighbors. Repeated violations on agricultural worker housing property shall lead to cumulative penalties. Penalties shall be assessed following Chapter 5.6 of the Code of Ordinances.
4. Noise. It shall be unlawful to allow or make any noise or sound which exceeds the limits outlined in the County's noise ordinance.
5. Fire Extinguisher. One (1) fire extinguisher per 1,000 square feet of indoor property must be provided in every unit. If there is a conflict with the Fire Code, the more restrictive requirement shall prevail.
6. Registration of Units. All units are to be registered as required with Highlands County.

F. Notice Requirements and Appeals.

1. For properties located within the Agricultural District:
 - a. Written notice shall be provided by U.S. mail thirty (30) days prior to the decision of the Development Services Director to the abutting property owners, including property owners separated by a roadway.

- b. Any person aggrieved by any decision of the Development Services Director may, within thirty (30) days after the decision is issued, but not thereafter, apply to the Board of Adjustment for relief in the manner provided by the Highlands County Land Development Regulations for the Board of Adjustment to conduct administrative review of determinations made by an enforcing official.
2. Agricultural Worker Housing located within a residential zoning district shall follow the notice and appeals process as set forth in this Code for a Special Exception.

SECTION 7. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 8. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 9. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2, Section 3, Section 4, Section 5 and Section 6 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

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

SECTION 10. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 11. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of _____ 202__.
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Chris Campbell, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

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

SUBJECT/TITLE: Request adoption of Resolution 22-23-33 to close a platted unnamed 20-foot alley at 91 Atherton Ave NW 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.

STATEMENT OF ISSUE

Attached for your consideration is a resolution vacating that portion of the road more particularly described as:

LEGAL DESCRIPTION:

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

All Utility Companies and County Departments have been notified and have no objections. A Public Notice was published in the Highlands New Sun on Tuesday, 11/22/22. The petitioner Valerie Lauren is requesting this vacation because the alley that divides her property is not needed.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-33 to close a platted unnamed 20-foot alley at 91 Atherton Ave NW 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.

Attachments: [Resolution 22-23-33_VOR Packet_91 Atherton Ave.pdf](#)

RESOLUTION NO.: 22-23-33

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF THE 20-FOOT PLATTED UNNAMED ALLEY DESCRIBED HEREIN AS REQUESTED BY VALERIE LAURENCE.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF ALLEY; 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 Valerie Laurence (Petitioner), requesting that Highlands County vacate the alley described herein and renounce and disclaim the rights of the County and of the public in and to the alley and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners on November 15, 2022; and

WHEREAS, on November 22, 2022, the Petitioner published a notice of public hearing and intent to petition the County to vacate the right of way described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on December 6, 2022, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and that the vacation of the right of way and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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 Right of Way. All of the roadways, right of ways and/or lands as described below, are hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to such roadways, right of ways and lands so described are hereby renounced and forever disclaimed:

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

SECTION 3. 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 described hereinabove, 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 6th day of December 2022.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Chris Campbell, Chair

ATTEST:

Jerome Kaszubowski, Clerk of Courts

PETITION

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

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

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

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

The petition is being requested for the following reason:

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

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



Signature of Petitioner

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

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Road close 91 Atherton Ave NW

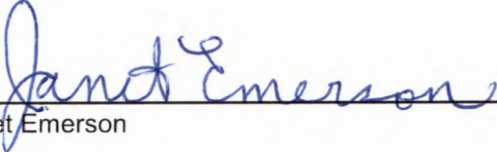
STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

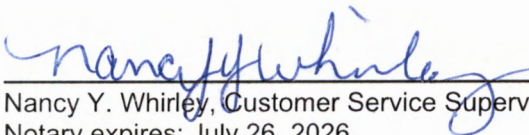
November 22, 2022

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:


Janet Emerson

Sworn to and subscribed before me this 22nd day of November 2022 by Janet Emerson, who is personally known to me.


Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

00036902 00109848

VALERIE LAURENCE
113 Murray Ct NW
Lake Placid, FL 33852



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

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 Valerie Laurence will, on the 6th day of December 2022, at 9:00 A.M., in the Board of County Commissioners 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:

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

STREET ADDRESS: 91 ATHERTON AVE NW, LAKE PLACID, FL 33852

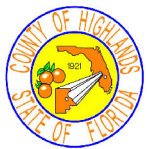
Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and 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 includes 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 206.26, Florida Statutes, should contact HR Manager, ADA Coordinator at: 863-402-6809 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711 by email: hmanagers@highlandsgov. Requests for "CAK" 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: Jerome Kaszubowski,
Clerk of Court

Nov 22, 2022



Highlands County Engineering Department

Reference Map

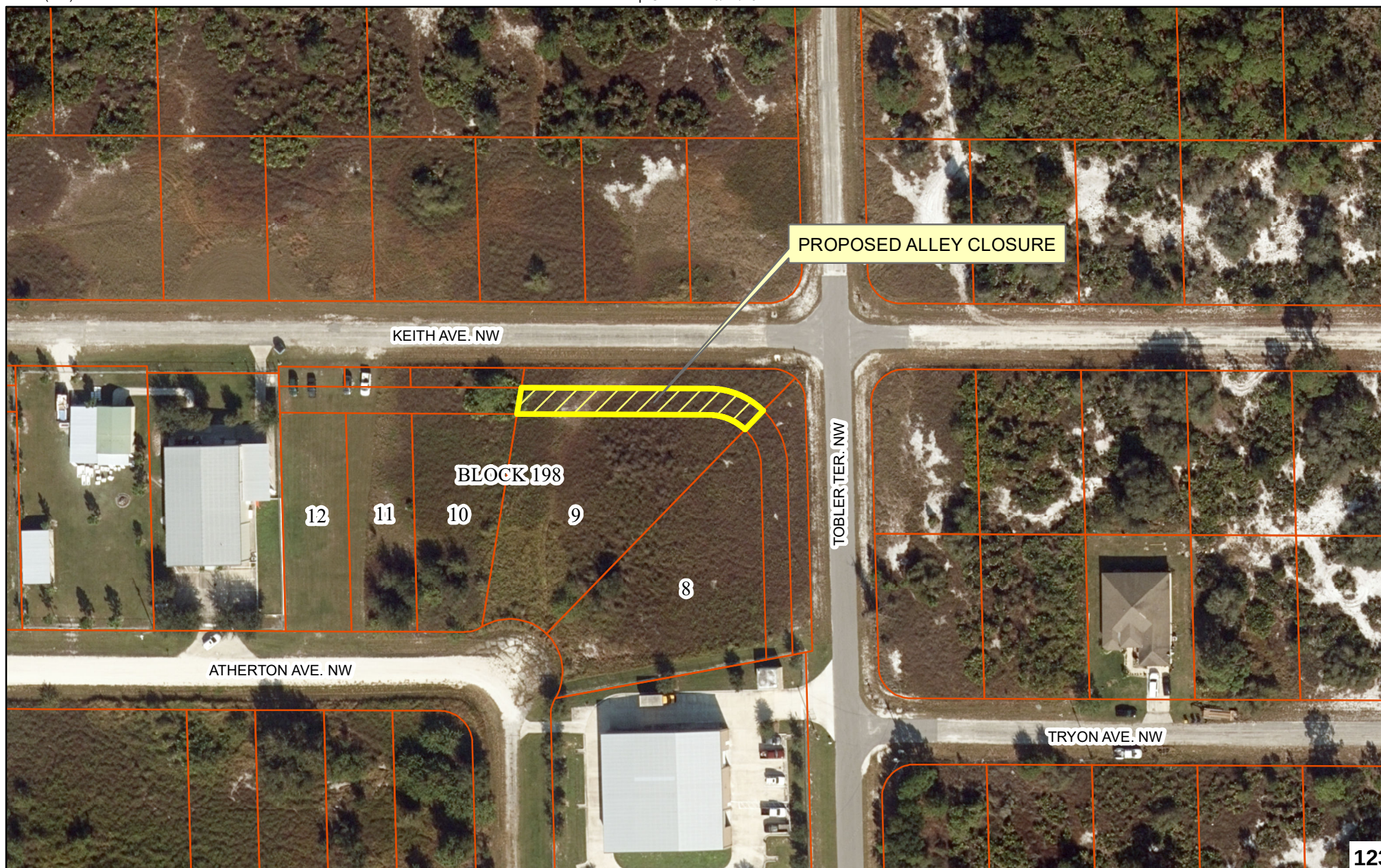
VACATION OF AN ALLEY: THAT PORTION OF THE 20 FOOT PLATTED ALLEY DIVIDING THE NORTHERLY AND SOUTHERLY PORTIONS OF LOT 9, BLOCK 198, AS SHOWN ON THE PLAT OF PLACID LAKES INDUSTRIAL PARK, RECORDED IN PLAT BOOK 8, PAGE 63 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SAID PORTION OF ALLEY BEING BOUNDED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



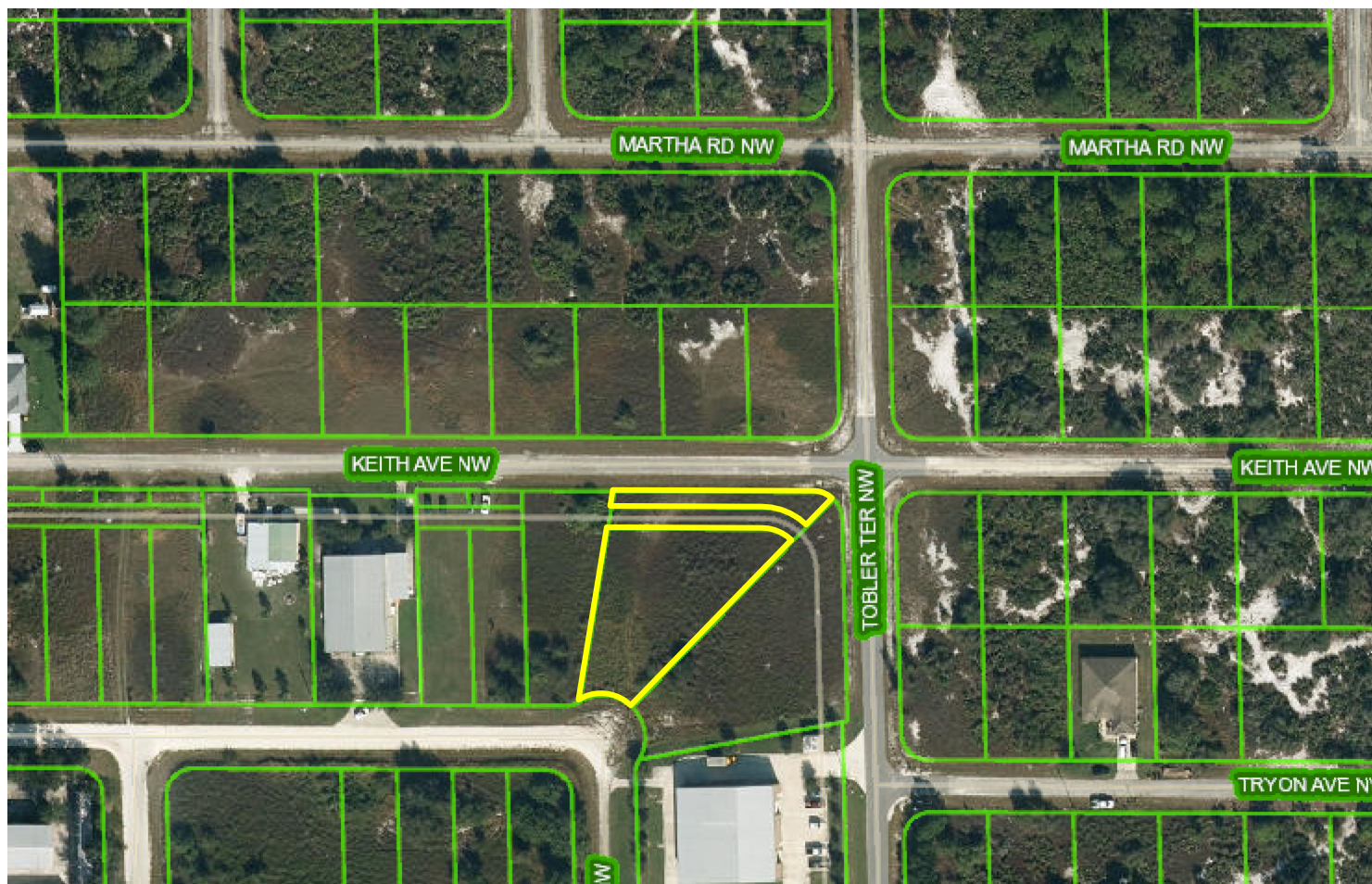
Prepared By:
Highlands County Engineering Dept.
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

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

1 inch = 100 feet



Highlands County Property Appraiser



C-14-37-29-300-1980-0090

<https://www.hcpao.org/Search/Parcel/29371430019800090C>

91 ATHERTON AVE NW
LAKE PLACID, FL 33852

Owners

LAURENCE VALERIE LAYNE

Legal Description

PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 9 BLK 198

Mailing Address

113 MURRAY CT NW
LAKE PLACID, FL 33852

DOR Code: 70 - VAC INSTITUTIONAL

Neighborhood Code: 5033 - IND. IN LAKE PLACID



C-14-37-29-300-1980-0090
<https://www.hcpao.org/Search/Parcel/29371430019800090C>

91 ATHERTON AVE NW
LAKE PLACID, FL 33852

Owners
LAWRENCE VALERIE LAYNE

Legal Description
PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 9 BLK 198

Mailing Address
113 MURRAY CT NW
LAKE PLACID, FL 33852

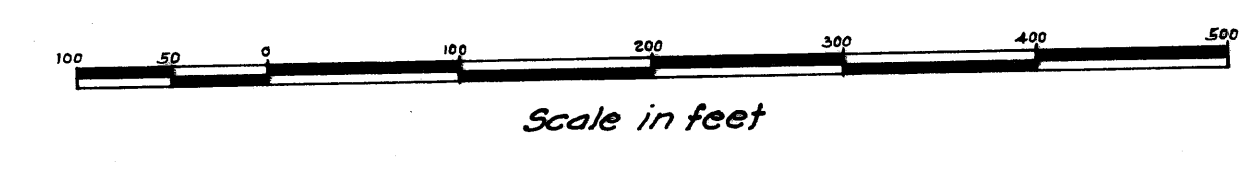
DOR Code: 70 - VAC INSTITUTIONAL
Neighborhood Code: 5033 - IND. IN LAKE PLACID

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

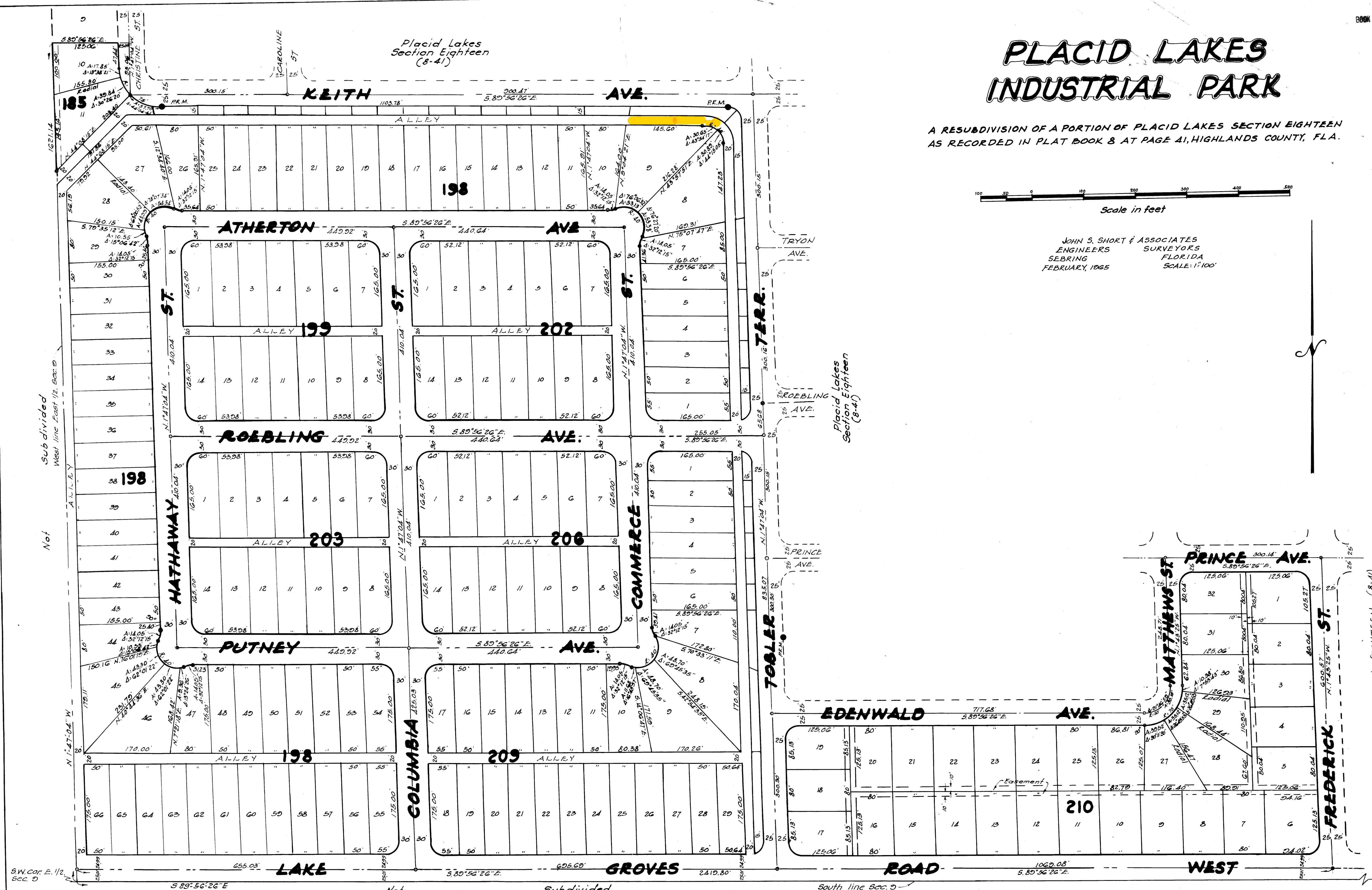
Placid Lakes, 8, pg 03

PLACID LAKES INDUSTRIAL PARK

A RESUBDIVISION OF A PORTION OF PLACID LAKES SECTION EIGHTEEN AS RECORDED IN PLAT BOOK 8 AT PAGE 41, HIGHLANDS COUNTY, FLA.



JOHN S. SHORT & ASSOCIATES
ENGINEERS SURVEYORS
SEBRING FLORIDA
FEBRUARY, 1965
SCALE 1"=100'



KNOW ALL MEN BY THESE PRESENTS: That Lake Placid Holding Co., a Florida Corporation, has caused to be made the attached Plat entitled "PLACID LAKES INDUSTRIAL PARK", being a re-subdivision of Lots 19 thru 21 inclusive in Block 185, and all of Blocks 198-199-202-203-206-207-208-209 and 210, as shown on Plat of Placid Lakes Section Eighteen and recorded in Plat Book 8 at Page 41 of the Public Records of Highlands County, Florida.

That the Streets, Avenues, Road and Terrace, as shown hereon, together with all existing and future plantings, 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 10 day of March A.D. 1965.

Roland Tabler Secy.
Lake Placid Holding Co.

Edyth H. Chandler V.Pres.
Edyth H. Chandler

State of Florida, ss.
County of Highlands. I, Roland Tabler, Vice President of Lake Placid Holding Co., a Florida Corporation, do hereby certify that before me this day personally appeared Edyth H. Chandler and who executed the foregoing instrument as such officers and who acknowledged that they executed the same freely and voluntarily and 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 10 day of March A.D. 1965.

My commission expires March 19, 1967.

Notary Public State of Florida at large

KNOW ALL MEN BY THESE PRESENTS: That Inland Credit Corporation, a New York Corporation authorized to do business in the State of Florida, the owner and holder of that certain mortgage dated Oct. 19, 1963 recorded in Official Records Book 188 at Page 114 of the Public Records of Highlands County, Florida, and encumbering the above described property, does hereby consent to the above Replat and joins in the above dedication.

In Witness Whereof we have hereunto set our hands and corporate seal this 8 day of March A.D. 1965.

Inland Credit Corporation.

Louis R. Eisner Exec. Vice Pres.

STATE OF NEW YORK, ss.
COUNTY OF NEW YORK. I, Louis R. Eisner, do hereby certify that before me this day personally appeared Louis R. Eisner and MJ. Palermo, Exec. Vice Pres. and Secretary respectively of Inland Credit Corporation, 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 and 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 11 day of March A.D. 1965.

My commission expires March 19, 1965.

Notary Public State of New York.

State of Florida, ss.
County of Highlands. This is to Certify: That the Board of County Commissioners of Highlands County, Florida, has officially approved this Plat this 11 day of March A.D. 1965.

Attest: _____ Clerk of Circuit Court

By: _____ Chairman
Ben H. McDec

State of Florida, ss.
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 and with the Laws of the State of Florida regulating the making of surveys and the filing for record of Maps and Plats and have this day filed same for record in Book 8 of Plats at Page 67 of the Public Records of Highlands County, Florida this 13 day of March A.D. 1965.

Earl Rich Clerk of the Circuit Court

State of Florida, ss.
County of Highlands. I hereby certify that the attached replat as described hereon is a true and correct representation of a recent survey made under my direction; Also that Permanent Reference Monuments have been set in accordance with Section 7, Chapter 10275 (No. 253) Laws of the State of Florida.

John S. Short and Associates.

By: _____
John S. Short
Registered Land Surveyor #1721
State of Florida.

Surveyors Notes:
Dimensions on Corner Lots are to the intersection of Block Lines produced unless otherwise shown.
Bearings shown are assumed for purposes of computation.
All Corner Radii are 25 feet unless otherwise shown.
© Denotes a Permanent Reference Monument.
Block 210 Zoned Residential.

Approved: _____
County Attorney

Approved: _____
County Surveyor

Plat Book 8 Page 03

217440

FILED FOR RECORDING
MAR 23 PM 3:29
EARL RICH CLERK
HIGHLANDS COUNTY, FLA.

44w KB
3w
70w

Prepared by and return to:

ROBERTO P. CELAYA

Attorney at Law

Sheehan & Celaya, P.A.

300 Dal Hall Blvd.

Lake Placid, FL 33852

863-465-1551

File Number: 22-250

Will Call No.:



Consideration: \$10,000⁰⁰

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28 day of July, 2022 between GREATER TAMPA BAY AREA COUNCIL, INC., BOY SCOUTS OF AMERICA, f/w/a GULF RIDGE COUNCIL, INC., BOY SCOUTS OF AMERICA, as successor by merger with WEST CENTRAL FLORIDA COUNCIL, INC., BOY SCOUTS OF AMERICA, as reflected by the Articles of Merger, a copy of which are attached hereto as Exhibit "A", whose post office address is 13228 N. Central Avenue, Tampa, FL 33612, grantor, and VALERIE LAYNE LAURENCE whose post office address is 113 Murray Court NW, Lake Placid, FL 33852, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Highlands County, Florida to-wit:

Lot 9, Block 198, PLACID LAKES INDUSTRIAL PARK, according to the map or plat thereof as recorded in Plat Book 8, Page 63, Public Records of Highlands County, Florida.

Parcel Identification Number: C-14-37-29-300-1980-0090

SUBJECT TO:

1. Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision.
3. Outstanding oil, gas and mineral rights of record without right of entry.
4. Unplatte public utility easements of record.
5. Taxes for year of the Deed and subsequent years.

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, 2021.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

Signed, sealed and delivered in our presence:

Laurie Throumides
Witness Name: Laurie Throumides

Anji Boyett
Witness Name: Anji Boyett

GREATER TAMPA BAY AREA COUNCIL, INC., BOY
SCOUTS OF AMERICA, f/k/a GULF RIDGE COUNCIL,
INC., BOY SCOUTS OF AMERICA, as successor by
merger with WEST CENTRAL FLORIDA COUNCIL, INC.,
BOY SCOUTS OF AMERICA

By:

Michael Butler
MICHAEL BUTLER, Chief Executive Officer, as
authorized by Resolution of Grantor, a copy of which is
attached hereto as Exhibit "B"

(Corporate Seal)

State of Florida

County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
28 day of July, 2022 by MICHAEL BUTLER, Chief Executive Officer of GREATER TAMPA BAY AREA COUNCIL,
INC., BOY SCOUTS OF AMERICA, f/k/a GULF RIDGE COUNCIL, INC., BOY SCOUTS OF AMERICA, as successor
by merger with WEST CENTRAL FLORIDA COUNCIL, INC., BOY SCOUTS OF AMERICA, on behalf of the
corporation. He ☐ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]



Anji Boyett
Notary Public

Printed Name: Anji Boyett

My Commission Expires: _____

Exhibit "A"

ARTICLES OF MERGER
(Not for Profit Corporations)

10 APR 20 10:05 AM

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
West Central Florida Council, Inc., Boy Scouts of America	State of Florida	719788

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
Gulf Ridge Council, Inc., Boy Scouts of America	State of Florida	703581

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date of the Articles of Merger are filed with the Florida Department of State.

OR 05/01/2016 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after the merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on March 30, 2016. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: Forty eight (48) FOR - Seven (7) AGAINST

SECTION II

(CHECK IF APPLICABLE)

The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)

(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on March 15, 2016. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: Sixty (60) FOR Zero (0) AGAINST

SECTION II

(CHECK IF APPLICABLE)

The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

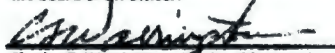
SECTION III

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

West Central Florida Council,
Inc., Boy Scouts of AmericaSignature of the chairman/vice chairman of
the board or an officer.
Charles S. Warrington, Jr., President and
Board Chairman

Typed or Printed Name of Individual & Title

Gulf Ridge Council, Inc., Boy
Scouts of America
Thomas Hochhausler, President and Board
Chairman

EXHIBIT "B"
GREATER TAMPA BAY AREA COUNCIL

BOY SCOUTS OF AMERICA

**AUTHORITY OF SCOUT EXECUTIVE AND
MEMBERS OF PROFESSIONAL STAFF**

RESOLVED, That subject to any limitation imposed by law, the bylaws, or any resolution of the Executive Board or Executive Committee, the Scout executive, Mike Butler, be and hereby is authorized and empowered, for and on behalf of the corporation and in its name, to deliver, enter into, acknowledge, cancel, and revoke any and all agreements, conveyances, mortgages, powers of attorney, or other instruments which are incident to the carrying on, in the normal course, of the regular affairs of the corporation; and be it further

RESOLVED, That subject to any limitation imposed by law, the bylaws, or any resolution of the Executive Board or Executive Committee, the Scout executive, and the treasurer, be and hereby are and each of them hereby is authorized and empowered, for and on behalf of the corporation and in its name, to deliver, execute, acknowledge, and pay any fees connected with any and all applications, reports, returns, or other instruments required by any governmental authority, which are incident to the carrying on, in the normal course, of the regular affairs of the corporation.

The undersigned certified that this resolution was duly adopted by the council executive board:


Secretary

3/17/22
Date


Council President

3/17/22
Date



ERIC T. ZWAYER
Tax Collector
Serving Highlands County

540 South Commerce Ave • Sebring, Florida 33870
www.hctaxcollector.com (863) 402-6685

Receipt # 714069
Date: 11/03/2021 12:36 pm
Time: 12:36:32
Location: SEBRING
Cashier: HZH

Items Paid

Type	Tax Year / Item	Description/ Account	Amount
Real Property	2021-83922	C143729-30019800090	43.37
		Item Total	43.37

Payments

Method	Payee	Account/Check #	Amount
CHECK	GREATER TAMPA BAY AREA COUNCIL, BSA	0057836517	43.37
		Payment Total	43.37

Change Due 0.00
Balance 0.00

****End****



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING**

505 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

October 14, 2022

Ms. Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

RE: ROAD CLOSING – 20' PLATTED ALLEY (91 ATHERTON AVE NW)

Dear Ms. Laurence:

I have reviewed all of the information in regard to the above referenced roadway/alley. The resolution to set the public hearing for December 6, 2022 has been placed on the November 15, 2022 Board Agenda.

Enclosed is the Public Notice of Intention form, setting the public hearing date to consider this requested closing for December 6, 2022. **Please be advised that this Public Notice of Intention Form cannot be advertised until after the November 15, 2022 meeting.** Petitioner shall publish the Notice of Public Hearing **one** time in a newspaper of general circulation in Highlands County at least **two weeks prior to the date stated therein for such hearing.**

The County will place a 36" x 48" sign of durable material, as to withstand the elements of weather, posted at each end of the proposed road to be closed and at every intersection of the proposed road to be closed with any other public or private road. The sign shall contain lettering not less than two (2) inches in size and shall read "**PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE A ROAD**", and the Notice of Public Hearing, sealed in plastic material will be attached to said sign.

If you have any questions, please contact Jennifer Willis or Vickey Linsinbigler at 402-6877 or via email at jwillis@highlandsfl.gov or vlinsinbigler@highlandsfl.gov.

Sincerely,

Clinton Howerton, Jr., P.E.
County Engineer



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
ROAD AND BRIDGE DEPARTMENT

Vacation of Alley

August 29, 2022

Valerie Laurence
113 Murray Ct NW
Lake Placid, Florida 33852

Re: 91 Atherton Ave NW Lake Placid, FL

Dear Ms. Laurence,

The Highlands County Road and Bridge Department has received your request to vacate the alley described as follows:

Legal Description: PLACID LAKES INDUSTRIAL PK PB8-PG 63 LOT 9 BLK 198

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

Highlands County Road and Bridge Department has **NO OBJECTION** to the Vacation of Alley as provided in the legal description above.

Sincerely,

Jonathan Harrison

Road and Bridge Director

Highlands County Road & Bridge

JH/sb

Cc: Clinton Howerton, Engineering Department
Jennifer Willis, Engineering Department
Leah Sauls, Building Department



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ZONING DIVISION**

501 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6638 Fax (863) 402-6651 www.highlandsfl.gov

September 6, 2022

Ms. Valerie Laurence
113 Murray Ct. NW
Lake Placid, FL 33852

Re: Vacation of Alley
91 Atherton Ave. NW
Lake Placid, FL 33852

Dear Ms. Laurence,

In my opinion as the Zoning Supervisor, vacating the portion of alley as described below will not cause any non-conforming use of any property:

The portion of the 20-foot platted alley dividing the northerly and southerly portions of Lot 9, Block 198, as shown on the Plat of Placid Lakes Industrial Park, recorded in Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of the alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said Lot 9.

Sincerely,

Rachel Barry
Rachel Barry
Zoning Supervisor

10/17/2022



Valerie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

P843027
No Reservations/No Objection

SUBJECT: Vacate-Abandon request for a PLACID LAKES INDUSTRIAL PK LOT 9 BLK 198 - Alley - Legal Description: The portion of the 20-foot platted alley dividing the northerly and southerly portions of Lot 9, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in the Plat Book 8, Page 63 of the Public Records of Highlands County, Florida.

APN: Portion of Parcel C-14-37-29-300-1980-0090

To Whom It May Concern:

Embarq Florida, Inc. d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation-abandonment and has determined that it has no objections with respect to the areas proposed for vacation-abandonment as shown and/or described on Exhibit "A-1" and Exhibit "A-2", said Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation-Abandonment shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated/or abandoned area as described, the Applicant will bear the cost of relocation and repair of said facilities.

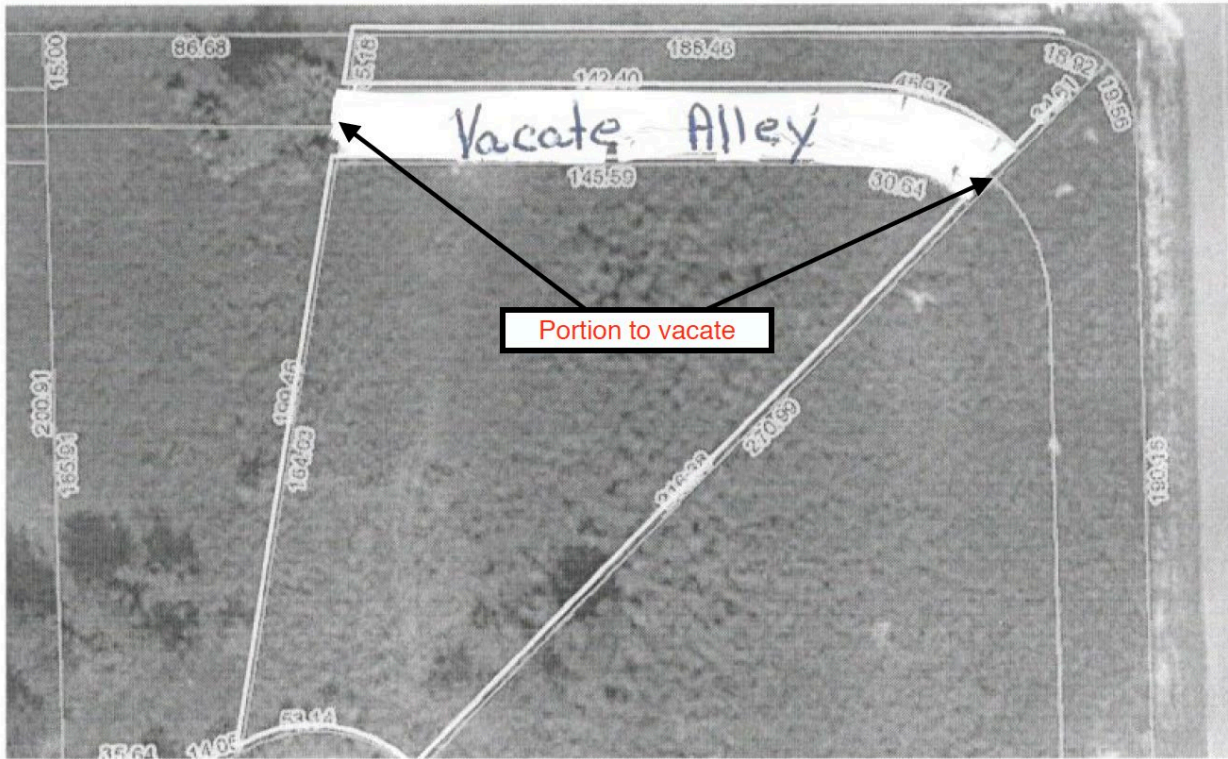
If you have any questions please contact Jerry Peacock at 850-933-8440 or jerry.a.peacock@lumen.com.

Sincerely yours,

Andrew Schlitt
Network Infrastructure Services
CenturyLink
P843027

Exhibit A-1

Highlands County Property Appraiser



C-14-37-29-300-1980-0090

<https://www.hcpao.org/Search/Parcel/293714300198000900>

Exhibit A-2

91 ATHERTON AVE NW
LAKE PLACID, FL 33852

Owners
LAWRENCE VALERIE LAYNE

Legal Description
PLACID LAKES INDUSTRIAL PK
PB 8-PG 63
LOT 9 BLK 198

Mailing Address
113 MURRAY CT NW
LAKE PLACID, FL 33852

DOR Code: 70 - VAC INSTITUTIONAL
Neighborhood Code: 5033 - IND. IN LAKE PLACID

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



8-29-2022

Valerie Laurence
91 Atherton Ave NW
Lake Placid FL 33852

The purpose of this letter is to confirm the fact that Comcast has no objections to the release of the alley:

Legal Description: PLACID LAKES INDUSTRIAL PK PB8-PG 63 LOT 9 BLK 198

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

It is the intent and understanding of Comcast that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area. This vacation response is submitted WITH THE STIPULATION that if Comcast facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely,

Dave Lescrynski

David Lescrynski
Manager, Construction SWFL

12600 Westlinks Dr. Suite #4
Fort Myers, FL 33913
Cell (941) 914-7844
David_Lescrynski@comcast.com

Aug. 30, 2022

Via email: Valerie0200@yahoo.com

Ms. Valerie Laurence
113 Murray Court, NW
Lake Placid, Florida 33852

**RE: Vacation of an Alley
91 Atherton Avenue, NW, Lake Placid
Highlands County, Florida**

Dear Ms. Laurence:

Please be advised that Duke Energy has **“no objection”** to the vacation and abandonment of the portion of the 20 foot platted alley dividing the northerly and southerly portions of Lot 9, Block 198, as shown on the plat of PLACID LAKES INDUSTRIAL PARK, recorded in the Plat Book 8, Page 63 of the Public Records of Highlands County, Florida, said portion of the alley being bounded on the east and west by the prolongations of the easterly and westerly boundaries of said lot 9.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra

Irma Cuadra
Senior Research Specialist



Placid Lakes Utilities, Inc.

A DIVISION OF LAKE PLACID HOLDING CO.

410 Washington Blvd. NW
Lake Placid, Florida 33852

Office: (863) 465-0345
Water Plant: (863) 465-2427
Fax: (863) 465-1313

October 5, 2022

Valarie Laurence
113 Murray Ct NW
Lake Placid, FL 33852

Re: Parcel ID # C-14-37-29-300-1980-0090
91 Atherton Ave NW Lake Placid FL 33852
PLACID LAKES INDUSTRIAL PK LOT 9 BLK 198

Dear Ms. Laurence

After review of your request to vacate the alley easement located at: 91 Atherton Ave NW Lake Placid FL 33852 :

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

Placid Lakes Utilities has "No Objection" to vacation said portion of alley easement.

Sincerely,

Nathan Brewer
Placid Lakes Utilities, Inc
410 Washington Blvd. NW
Lake Placid, FL 33852



SEBRING GAS SYSTEM, INC.

3515 U.S. Highway 27 South Sebring, Florida 33870-5452 863.385.0194 Fax 863.385.3423

September 8, 2022

Highlands County Engineering Dept.
505 S. Commerce Avenue
Sebring, FL 33870

To Whom It May Concern:

Reference: Vacation of Alleyway - 91 Atherton Ave NW Lake Placid FL 33852.

Please be advised that our office (Coker Fuel/ Sebring Gas System, Inc.) has no objections to vacate the easements in the areas referenced above; we have no facilities in the area.

Legal description as follows:

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

If you have any further questions, please feel free to contact me at 863-385-0194.

Sincerely,

Cameron Menzie
Sebring Gas System, Inc.
Operations Supervisor
Office: (863) 385-0194
Cell: (863) 253-9394
<http://www.sebringgas.com>

Cc: Valerie Laurence via Email

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Ingra Gardner, Director of Community Programs
Lucy Castillo, Housing Coordinator

SUBJECT/TITLE: Request approval of financial commitment in the amount of \$340,000 to be considered Local Government Areas of Opportunity Funding for the proposed Avon Park Apartments, an affordable 80-unit multi-family rental development, located at 911 W. State Street, Avon Park, Fl.

STATEMENT OF ISSUE

Highland County is facing an ever-increasing demand for affordable rental housing to provide shelter for a significant portion of its working resident population. The financial commitment of \$340,000 will be considered Local Government Area of Opportunity funding, in the form of a zero percent (0%) loan for the proposed Avon Park Apartments, located at 911 West State Street, Avon Park, Fl.

Avon Park Apartments will consist of eighty (80) units of rental apartments with forty (40) 2-bedroom units and forty (40) 3-bedroom units. Twelve of the units of the proposed development will be available for extremely- to very-low income residents at the 40% AMI level.

In addition to Local Government Area of Opportunity Funding, Jonesboro Investments Corp. (developer) will submit an application to Florida Housing Finance Corporation for 9% Tax Credit.

Local Government Areas of Opportunity Designation demonstrates a high level of Local Government interest in the project via an increased amount of Local Government contribution. Minimum local government area of opportunity designation funding amount is set by Florida Housing Finance Corporation and based on size of county.

RECOMMENDED ACTION

Move to approve and authorize Chair to execute Florida Housing Finance Corporations Local Government Verification of Contribution-Loan Form, providing local government financial commitment of \$340,000 for the proposed Avon Park Apartments, an affordable 80-unit multi-family rental development, located at 911 W. State Street, Avon Park, Fl.

FISCAL IMPACT

The fiscal impact is the commitment of an expenditure from Fund 166 (SHIP) FY 22/23 adopted budget in the amount of \$150,000 from the State Distribution (Account 54911Z (Special Needs/Rental Strategy) and \$190,000 from the Program Income which are funds the SHIP program receives from clients that payback SHIP loans from prior years. Total of \$340,000 from project 21366.

Attachments: [Avon_Park_Apartments \(1\).pdf](#)

AVON PARK APARTMENTS

PROJECT NARRATIVE

Avon Park is an affordable work-force housing development to be constructed at 610 South Florida Avenue and 911 West State Street. The project site is bound by West State Street (North), South Florida Avenue (East), West Cornell Street (South) and South Anoka Avenue in Avon Park Florida. Eighty (80) new affordable workforce housing apartments will be constructed under the Housing Tax Credit Program.

Based on initial market research and cost estimates, the new construction two (2) bedroom apartments will be 1,060 square feet and the new construction three (3) bedroom apartments will be 1,225 square feet. Avon Park Apartments will enhance the existing residential/commercial nature of the neighborhood through the addition of an affordable workforce housing component. Forty (40) new construction apartments to include one (2) bedroom and one (1) bath, and forty (40) new construction apartments to include three (3) bedrooms and two (2.0) baths.

Financing for the workforce housing apartments will include proceeds from: (i) the sale of Housing Tax Credits; (ii) a conventional permanent loan; and (iii) financial support from Highlands County in the form of a 0% interest grant. The target market for tax credit tenants will primarily be a moderate-income household making between 40% and 60% of the Sebring Florida MSA. The target market rents are anticipated to be \$537.00 for a 1,060 square foot 2-bedroom apartment at 40% AMI (6 units) and \$858.00 at 60% AMI (34 units). The target market rents are anticipated to be \$616.00 for an 864 square foot 2-bedroom apartment at 40% AMI (6 units) and \$899.00 at 60% AMI (34 units).

The Avon Park development is located in census tract 96.03 proximate to commercial shopping outlets including grocery and pharmacy, downtown Avon Park, and medical services.

The Avon Park Apartments will commence construction on the affordable workforce housing apartments in October 2023 and completing all eighty (80) apartments by November 2024.

Description and Role of Development Team Members

Applicant/Owner: JIC Avon Park Apartments LLC

Limited Partner: TBD

Developer: Jonesboro Investments Corp.

Property Manager: Royal American Management, Inc.

Architect: RDL Architects, Inc.

Civil Engineer: TBD

Lender: TBD

Project Attorney: Nelson Mullins

General Contractor: TBD

Developer's Role

- 1) The Developer is responsible for all development activities including, but not limited to, site selection, application preparation for tax credit funding, development team selection, facilitating City and community support, developing project proforma and hiring of the General Contractor and Management Company.
- 2) The Developer will act as the Construction Manager to oversee the General Contractor and determine that the quality and pace of construction is consistent with the schedule of the project partnership.
- 3) The Developer will not be the Property Manager for this project. The day-to-day responsibility of leasing, maintenance and repair will be performed by Royal American Management, Inc.

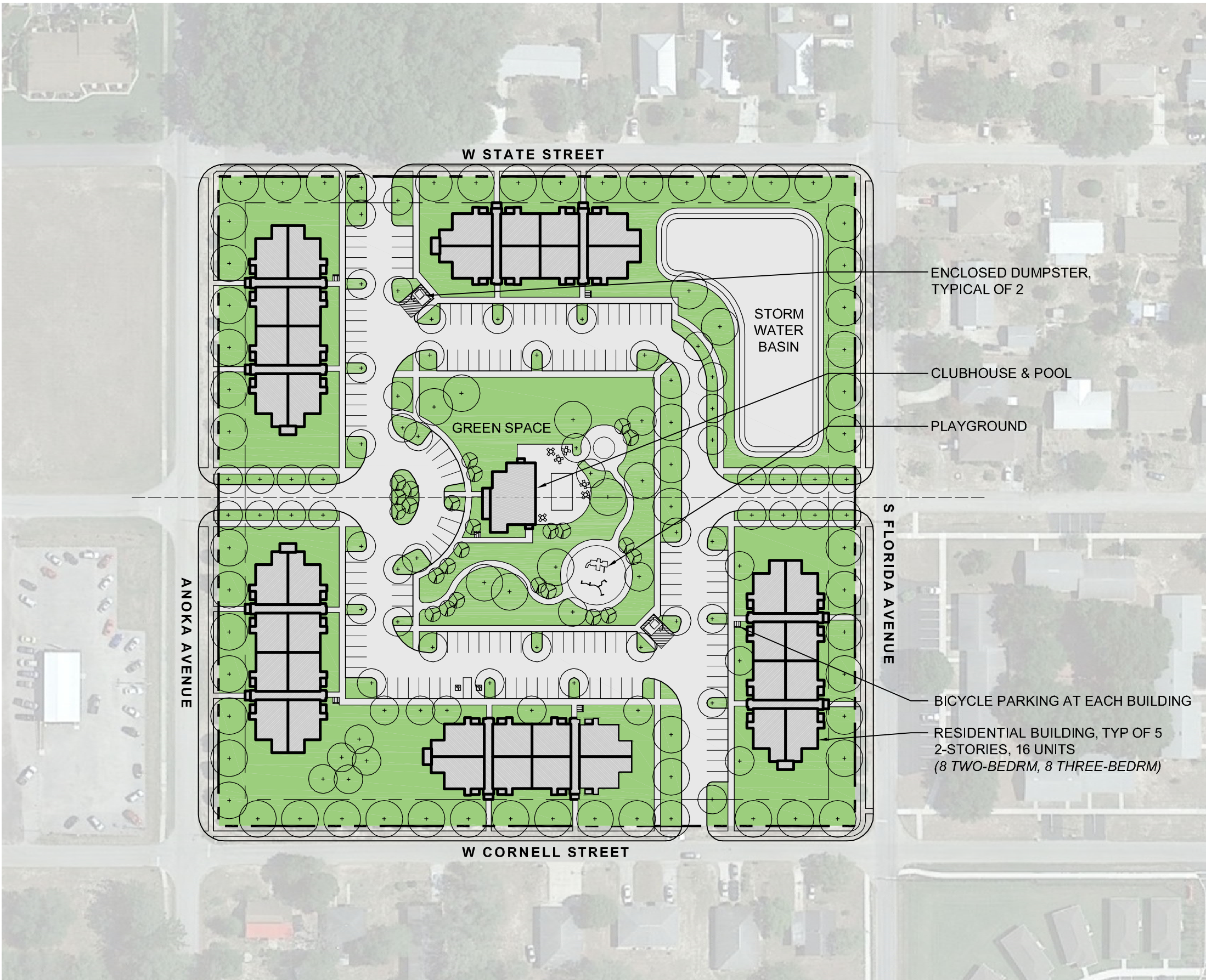
- 4) The Developer will be the overall project asset manager. Management of the project, including the financial reporting and physical maintenance, will be performed by Royal American Management, Inc. The asset management team will have an Advisory Panel, which will meet quarterly to review the financial statements, review the property manager's report, and decide on all major capital expenditures.

Financing

Financing for the workforce housing apartments will include proceeds from: (i) sale of housing tax credits; (ii) a conventional permanent loan and (iii) financial support from Highlands County. The target market for tax credit tenants will primarily be a moderate-income household making between 40% and 60% of the Sebring Florida MSA. The target market rents are anticipated to be \$537.00 for a 1,060 square foot 2-bedroom apartment at 40% AMI (6 units) and \$858.00 at 60% AMI (34 units). The target market rents are anticipated to be \$616.00 for an 864 square foot 3-bedroom apartment at 40% AMI (6 units) and \$899.00 at 60% AMI (34 units).

Project Timeline

<i>August 2022</i>	Land Acquired via Option and Real Estate Purchase Agreement Phase 1 Environmental Review Construction Financing Committed Permanent Financing Committed Equity Commitment Letter Formation of Limited Partnership
<i>January 2023</i>	Award of Housing Tax Credits by FHFC
<i>September 2023</i>	Closing of Project Financing (Equity/Debt) Building Permit Obtained from City of Avon Park
<i>October 2023</i>	Site Preparation Commencement of Construction
<i>May 2024</i>	50% Completion
<i>November 2024</i>	Construction Completion Occupancy Approval
<i>December 2024</i>	Placed in Service/Permanent Loan Closing



SITE DATA:		
ZONING	C-2, GENERAL COMMERCIAL	
PROPOSED	2-STORY MULTI-FAMILY WALK-UPS + CLUBHOUSE	
ACREAGE	+/- 8.4 ACRES	
UNIT COUNT	80 UNITS	
	REQUIRED	PROVIDED
LOT SIZE	10,000-SF	+/- 339,500-SF
LOT WIDTH MIN.	85'	+/- 340'
FRONT YARD SETBACK	25'	25'
SIDE YARD SETBACK	10'	-
REAR YARD SETBACK	30'	-
LOT COVERAGE	50% MAX	18.5% (62,810-SF)
BUILDING HEIGHT (HIGHEST POINT OF ROOF)	45'	34'
ON-SITE PARKING	1.7 SPACES/DU 136 SPACES	152 SPACES
BICYCLE PARKING	1 / 10 AUTO 16 SPACES	16 SPACES
DRIVE WIDTH	24'	24'
PARKING STALL SIZE	10'x20'	10'x20'
CANOPY AREA	200-SF/STALL	30,400-SF REQ.

PROPOSED SITE PLAN
911 WEST STATE STREET
AVON PARK, FLORIDA

SCALE: 1" = 100'-0"
0 50' 100'

October 31, 2022 rdl: #21090 COPYRIGHT © 2021

JONESBORO INVESTMENTS CORP.

7160 Chagrin Road, Suite 250
Chagrin Falls, OH 44023
Telephone: 440.247.3900 Fax: 440.247.3930

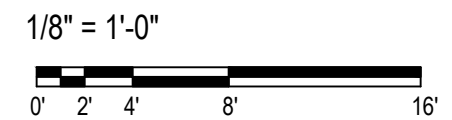
AVON PARK
APARTMENTS
AVON, INDIANA

DEVELOPER:

JONESBORO INVESTMENTS CORP.
7160 Chagrin Road, Suite 250
Chagrin Falls, Ohio 44023
Telephone: 440.247.3900
Fax: 440.247.3630

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EXTERIOR
ELEVATIONS - BLDG A



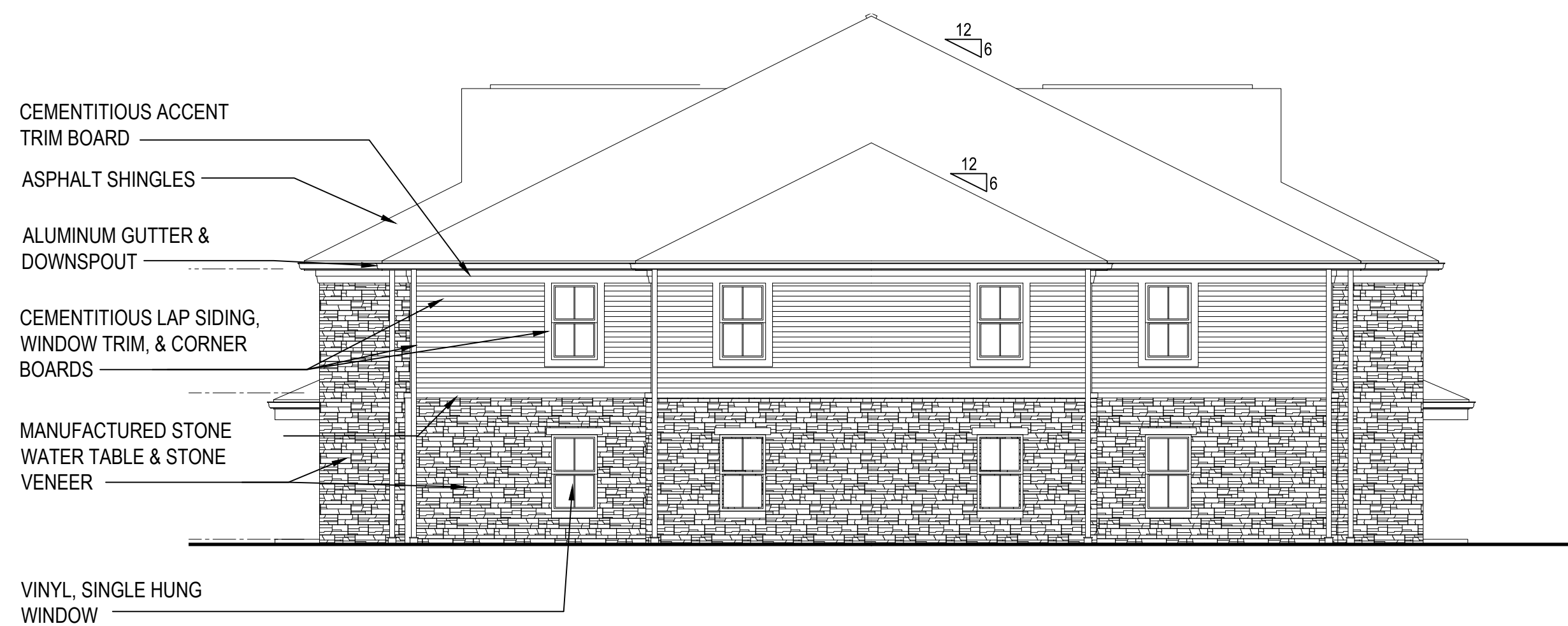
PROJECT #	21090
DRAWN BY	
CHECKED BY	
FILE NAME	
PLOT DATE	

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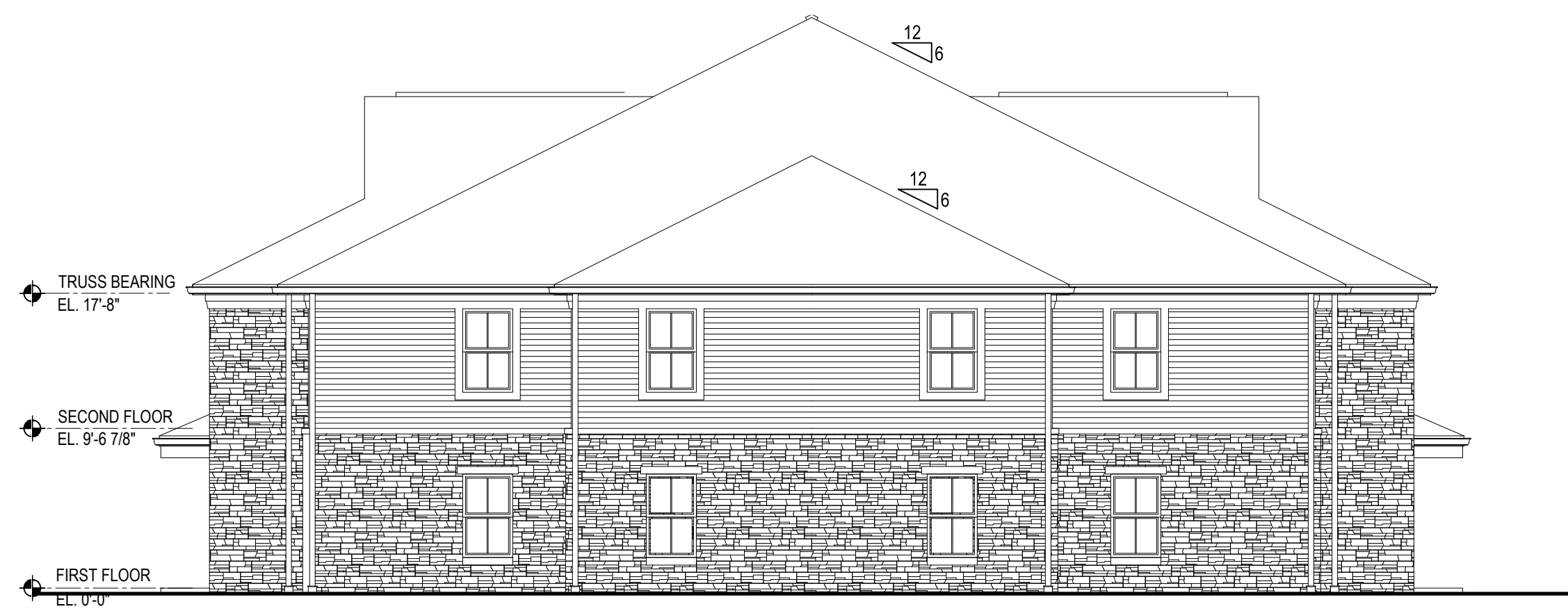
A3.01



1 FRONT ELEVATION
A-3.01 SCALE: 1/8" = 1'-0"



2 LEFT ELEVATION
A-3.01 SCALE: 1/8" = 1'-0"



3 RIGHT ELEVATION
A-3.01 SCALE: 1/8" = 1'-0"



4 REAR ELEVATION
A-3.01 SCALE: 1/8" = 1'-0"

FARMVIEW
APARTMENTS
FLORENCE, KENTUCKY

DEVELOPER:

JONESBORO INVESTMENTS CORP.
7160 Chagrin Road, Suite 250
Chagrin Falls, Ohio 44023
Telephone: 440.247.3900
Fax: 440.247.3630

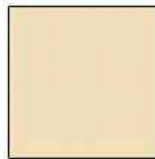
OWNER/APPLICANT:

FARMVIEW APARTMENTS L.P.
717 MADISON STREET
COVINGTON, KY 41011

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Vintage Wicker
Siding Color 1



Colonial Ivory
Siding Color 2
Shake



Antique Parchment
Trim



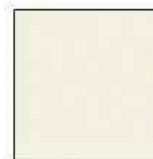
Autumn Red
Doors



Vintage Wicker
Siding



Colonial Ivory
Shake



Antique Parchment
Trim



Autumn Red
Doors

RENDERED EXTERIOR
ELEVATIONS

PROJECT # 18157
DRAWN BY
CHECKED BY
FILE NAME
PLOT DATE

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AVON PARK APARTMENTS		SOURCES AND USES OF FUNDS								
30-Nov-22										
USES OF FUNDS:		Total	Ineligible	Amortized	Land	9% Credit	4% Credit	Depreciable	Per SF	Per Unit
									73,360	80
Acquisition Cost -- Land + Broker Commission	Total Hard	655,000			655,000	-	-	0	8.93	8,188
Site Improvements	Cost	960,000	144,000			816,000		816,000	13.09	12,000
Construction Cost -- New	15,059,400	11,760,000	294,000			11,466,000		11,466,000	160.31	147,000
Other -- Const. Period Utilities/Security	Per unit = 188,243	0				-		0	0.00	0
Other -- Outdoor Eq./Landscaping	Per S.F. = 205.28	240,000				240,000		240,000	3.27	3,000
Demolition	0.0%	0	-			-		0	0.00	0
Clubhouse	0.0%	250,000				250,000		250,000	3.41	3,125
Contractor's Profit/General Requirements/Overhead	14.0%	1,849,400				1,849,400		1,849,400	25.21	23,118
Construction Contingency	5.00%	752,970				752,970		752,970	10.26	9,412
Performance & Payment Bond or LOC		135,535				135,535		135,535	1.85	1,694
Furnishings & Equipment/Interior Decorator		200,000				200,000		200,000	2.73	2,500
Architect & Engineer/Construction Staking	2.99%	450,000	10,000			440,000		440,000	6.13	5,625
Impact/Utility Connection Fees & Building Permit Fee		520,000				520,000		520,000	7.09	6,500
ALTA/As-Built Survey/Soil Borings/Green Building Testing		82,000	20,500			61,500		61,500	1.12	1,025
Appraisal, Market Study, Environmental		28,000	22,400			5,600		5,600	0.38	350
Construction Period R. E. Taxes		13,607	6,804			6,804		6,804	0.19	170
Construction Period Insurance	0.9%	135,535				135,535		135,535	1.85	1,694
Owner's Legal		135,000	22,950	-		112,050		112,050	1.84	1,688
Construction Interest	CALC. =	535,959	291,250			244,709		244,709	7.31	6,699
Construction Loan Origination Fee (1.0%)	14,896,123	148,961	-			148,961		148,961	2.03	1,862
Construction Loan Legal		24,000	6,000			18,000		18,000	0.33	300
Construction Inspections (FHFC/Equity/Lender)		24,000				24,000		24,000	0.33	300
Permanent Loan Origination Fee (1.0%)		27,250		27,250		-		0	0.37	341
Permanent Loan Legal		0		-		-		0	0.00	0
Construction Period Soils/Concrete/Pavement Testing		28,000		-		28,000		28,000	0.38	350
Title & Recording		72,000	18,500			53,500		53,500	0.98	900
Organization Expenses/Travel		0	-			-		0	0.00	0
Tax Credit & Compliance Monitoring Fees	CALC. =	360,390		342,669		17,721		17,721	4.91	4,505
Marketing & Lease-Up		80,000	80,000			-		0	1.09	1,000
Operating Reserves (4 Mon. Exp + D/S)		212,395	212,395			-		0	2.90	2,655
Property Management Equipment		0				-		0	0.00	0
Accounting Fees		51,000	25,500			25,500		25,500	0.70	638
Equity Advance Note Interest		0	-			-		0	0.00	0
Developer's Overhead & Fee	OK	3,000,000	-			3,000,000	-	3,000,000	40.89	37,500
Max. = (TDC - Land - Dev. Fee)* 16% =	3,052,160									
TOTAL USES	check	22,731,000	1,154,298	369,919	655,000	20,551,783	-	20,551,783	309.86	284,218
SOURCES OF FUNDS:		Other Adjustments:								
	1.39 Coverage					0	0			
First Mortgage --	6.80% / 30	2,725,000				0	0			
Second Mortgage -- Highlands County	0.00% / 30	340,000				6,165,535	0			
Third Mortgage --	0.00% / 30	-					0			
Fourth Mortgage --		-					100.00%	100.00%		
NOI During Lease-Up		-								
Limited Partner Equity @	92.4% (on 99.99%)	18,838,384				26,717,319	0			
General Partner Equity		0								
Developer's Deferred Fee	27.59%	827,617				9.00%				
TOTAL SOURCES		22,731,000				2,404,559	0			

(0) over (under)

2,038,990

2,040,000

Max. for Highlands County Location

Avon Park Apartments (9%) 11.30.22.xls

AVON PARK APARTMENTS 30-Nov-22			PRO FORMA RENT AND INCOME						
Unit Type	% of AMI	Sq. Ft. Area	Number Of Units	Utility Allowance	Max. S. 42 Rents*	Projected Rents*	Monthly Income	Annual Income	Rent Per Sq. Ft.
	**								
1 BR 1.0 BA	40%	765	0	\$80	\$ 455	\$ 454	\$0	\$0	\$0.59
1 BR 1.0 BA	60%	765	0	\$80	\$ 722	\$ 699	\$0	\$0	\$0.91
2 BR 1.0 BA	40%	864	6	\$103	\$ 538	\$ 537	\$3,222	\$38,666	\$0.62
2 BR 1.0 BA	60%	864	34	\$103	\$ 859	\$ 858	\$29,190	\$350,280	\$0.99
3 BR 2 BA	40%	970	6	\$125	\$ 617	\$ 616	\$3,695	\$44,340	\$0.63
3 BR 2 BA	60%	970	34	\$125	\$ 987	\$ 899	\$30,566	\$366,786	\$0.93
Totals (Excl. Common Area)		73,360	80			\$833			
					* Excluding utilities.				
Gross Potential Rents						\$833	\$66,673	\$800,072	\$0.91
Less Vacancy @		7.00%						(56,005)	
					** 15% of units at 40% AMI.				
EFFECTIVE APARTMENT RENTAL INCOME								\$744,067	
Other Income:		# Units	Rent/Month						
Garages		0	\$0.00					0	
External Storage		0	\$0.00					0	
Laundry, Vending, Cable		80	\$0.00					0	
Other --		80	\$0.00					0	
Other --		0	\$0.00					0	
EFFECTIVE GROSS INCOME								\$744,067	
TAX CREDIT INCOME AND RENT LIMITATIONS									
Median Income (4-Person Family) \$71,300 Sebring, FL MSA (NNMMI)									
Family Size	Income Limit			Rent Limit (Incl. Util.)		Utility Allowance			
	50% Test	60% Test		50% Test	60% Test				
1 - 70%	\$24,950	\$29,940							
2 - 80%	\$28,500	\$34,200	Eff. (1.0 person)	\$ 624	\$ 749	\$0	Floor		
3 - 90%	\$32,100	\$38,520	1 BR (1.5 persons)	\$ 668	\$ 802	\$80	Area		
4 - Base	\$35,650	\$42,780	2 BR (3.0 persons)	\$ 802	\$ 962	\$103	Fraction		100.00%
5 - 108%	\$38,500	\$46,200	3 BR (4.5 persons)	\$ 927	\$ 1,112	\$125	Unit		
6 - 116%	\$41,350	\$49,620	4 BR (6.0 persons)	\$ 1,033	\$ 1,240	\$0	Fraction		100.00%
7 - 124%	\$44,200	\$53,040							
8 - 132%	\$47,050	\$56,460							
Avon Park Apartments (9%) 11.30.22.xls									

30-Nov-22

**AVON PARK APARTMENTS
CONSTRUCTION AND LEASE-UP SCHEDULE**

DATE	STATUS	OCCU- PIED	REVENUE	TAX CREDIT	DATE	STATUS	OCCU- PIED	REVENUE	TAX CREDIT	DATE	STATUS	OCCU- PIED	REVENUE	TAX CREDIT
1/23	RESERVATION	0	0	0	1/24		0	0	0	1/25		24	20,402	50,975
2/23		0	0	0	2/24		0	0	0	2/25		30	25,502	63,718
3/23		0	0	0	3/24		0	0	0	3/25		36	30,603	76,462
4/23	BOARD APP.	0	0	0	4/24		0	0	0	4/25		42	35,703	89,206
5/23		0	0	0	5/24		0	0	0	5/25		48	40,804	101,950
6/23		0	0	0	6/24		0	0	0	6/25		54	45,904	114,693
7/23		0	0	0	7/24	CLUBHOUSE	0	0	0	7/25		60	51,005	127,437
8/23		0	0	0	8/24	FIRST UNITS	0	0	0	8/25		66	56,105	140,181
9/23		0	0	0	9/24		6	5,000	12,744	9/25		72	61,206	152,924
10/23	CLOSE/START	0	0	0	10/24		12	10,001	25,487	10/25		80	68,006	169,916
11/23		0	0	0	11/24	COMPLETION	16	13,335	33,983	11/25		80	68,006	169,916
12/23		0	0	0	12/24		16	13,335	33,983	12/25		80	68,006	169,916
TOTAL 2023			0	0	TOTAL 2024			41,670	106,197	TOTAL 2025			571,252	1,427,293

Avon Park Apartments (9%) 11.30.22.xls

DATE	STATUS	OCCU- PIED	REVENUE	TAX CREDIT
1/26	PERM LOAN	80	68,006	169,916
2/26		80	68,006	169,916
3/26		80	68,006	169,916
4/26		80	68,006	169,916
5/26		80	68,006	169,916
6/26		80	68,006	169,916
7/26		80	68,006	169,916
8/26		80	68,006	169,916
9/26		80	68,006	169,916
10/26		80	68,006	169,916
11/26		80	68,006	169,916
12/26		80	68,006	169,916
TOTAL 2026			816,074	2,038,990
0				

Highlands County Income Calculation Sheet

INCOME LIMITS ADJUSTED TO FAMILY SIZE: APRIL 18, 2022										RENT LIMIT BY NUMBER OF BEDROOMS IN UNIT				
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Family Size	1	2	3	4	5	6	7	8	0	1	2	3	4	5
30% ELI	13,590	18,310	23,030	27,750	32,470	35,950	38,400	40,900	339	398	575	752	898	991
50% VLI	21,700	24,800	27,900	30,950	33,450	35,950	38,400	40,900	542	581	697	805	898	991
80% LI	34,650	39,600	44,550	49,500	53,500	57,450	61,400	65,350	866	928	1,113	1,287	1,436	1,584
120% MOD	52,080	59,520	66,960	74,280	80,280	86,280	92,160	98,160	1,302	1,395	1,674	1,932	2,157	2,379
140% WF	60,760	69,440	78,120	86,660	93,660	100,660	107,520	114,520	1,519	1,627	1,953	2,254	2,516	2,775

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Avon Park Apartments

Development Location: 610 South Florida and 911 West State Street, Avon Park, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Highlands, commits \$340,000.00 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$340,000.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature Chris Campbell	Print or Type Name
Chairman, Highlands County Board of County Commissioners December 6, 2022	Print or Type Title Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Denise Williams, County Veteran Service Officer

SUBJECT/TITLE: Request approval of revisions to the Bylaws of the Highlands County Board of County Commissioners Veterans Advisory Board (VAB).

STATEMENT OF ISSUE

The Veterans Advisory Board is requesting a change in the VAB Bylaws dated November 2009. The VAB updated the Mission Statement, Vision Statement, Goals, Appointments, Membership, Terms of Appointments, Termination of Membership, Advisory Board Actions, Meeting requirements, Meeting Notices, Sunshine Law, Duties of Officers, Conflict of Interest, Rules, and Approval/Adoption. The intent of the members is to have a more structured and succinct set of bylaws.

RECOMMENDED ACTION

Move to approve revisions to the Bylaws of the Highlands County Board of County Commissioners Veterans Advisory Board (VAB).

Attachments: [VAB approved minutes August 2022.pdf](#)
[VAB Bylaws approval signatures April 2022.pdf](#)
[VAB bylaws draft change \(1\).pdf](#)
[VAB Bylaws Nov 2009.pdf](#)
[VAB Bylaws revision \(3\).pdf](#)
[VAB Voting Table August 2022.pdf](#)
[VAB Bylaw final revision with signature page Aug 2022.pdf](#)



Highlands County
Veterans Advisory Board
Veteran Services Office
7209 South George Boulevard
Sebring, Florida 33875 -5847

August 4th, 2022

Call to Order

Chairman Mr. Burhans called the meeting to order at 3:30 pm.

The Invocation provided by CVSO Williams – County Veteran Services Officer.

The Pledge of Allegiance led by CVSO Williams - County Veteran Services Officer.

Sunshine Law read by CVSO Williams – County Veteran Services Officer.

Roll Call led by Antonio Martinez-Vega- Veteran Services Specialist.

Members present:

Mr. Burhans, Mr. Bousquet, Mr. Kirk, Charles A. Martin, Jr.

Non-voting members:

CVSO Williams – County Veteran Services Officer

Ingra Gardner – Community Programs Director

Antonio Martinez-Vega – Veteran Services Specialist

Michelle Rigterink – ASVO

Approval of Minutes:

Mr. Bouquet made a motion to approve the minutes, second from Mr. Kirk, All in favor.

Old Business:

1. Mr. Burhans started the meeting by saying that the board needed to find new members for upcoming vacancies.
2. Mr. Burhans then talked about not approving the minutes from the May meeting because he did not have any recollection that he was the one who suggested changing the verbiage in the Mission Statement. Mr. Bouquet asked for clarification about the changes. Ms. Rigterink read the changes in the Mission statement to the board. After the board was satisfied, Mr. Kirk made a motion to amend the bylaws with the verbiage and changes from the May VAB meeting with a second from Mr. Bouquet.
3. Mr. Martin then made a motion to accept the bylaws as amended and submit to the HCBOCC for approval.

New Business:

1. Mr. Bouquet suggested to the board that Mr. Kirk should be the next chair. Mr. Kirk mentioned that Mr. Farabee (who was absent from this meeting) may want the position of the chair. Mr. Burhans added that he thought that Mr. Farabee may not be able to serve the whole term because his term on the board would expire in March 2023. Discussion about staggered terms was mentioned as a solution. Mr. Bouquet then brought a motion to elect Mr. Farabee as the next chair with a second from Mr. Kirk.
2. Mr. Bouquet then made a motion for Mr. Kirk to serve as Vice Chair, with a second from Mr. Kirk.
3. Mr. Kirk said he would reach out to Mr. Farabee to inform him of the board's decision to elect him as the next Chair.

4. Mr. Kirk said that if Mr. Farabee does not contact the board by the next meeting he would step in as Chair for that meeting.

Open Discussion:

1. Mr. Kirk asked for an update from CVSO Williams on the new clinic. CVSO Williams reported that the clinic will be new construction and it is scheduled to be complete in 2024. The clinic will be located behind the ALDI supermarket on HWY 27. The clinic will be 55% larger than existing clinic. The clinic will add one more primary care doctor. Audiology will be expanded. Wellness will also be expanded. The clinic is still searching for a permanent psychiatrist.
2. Mr. Martin asked for feedback from the board about the various Memorial Day celebrations. Mr. Martin gave a shout out to the Highlands County drill team that attended the Memorial Garden celebration.
3. CVSO Williams remarked that the Sea Services museum did a great job with their celebration.
4. CVSO Williams gave the board an update on the Medal of Honor Park: Sometime in the next 90 days a groundbreaking ceremony will take place with 20 golden shovels marking the commitment to build the park at the new location. After the groundbreaking ceremony, a ribbon cutting ceremony will take place several weeks or months later. The Medal of Honor Park has secured a grant for \$250k but they will probably need to raise an additional \$100k.
5. The front door from the existing Girl Scout House will be salvaged and used in the project.
6. Freedom Flight and Honor flight update was given by CVSO Williams. The coordinator for our area is Michelle Dannels. This year's event on September 24th, will include a sendoff from the AG center and the VAB was asked to support the event. Mr. Bouquet said he will be at the sendoff. The VAB began to brainstorm ideas to help create some more pizzazz for the sendoff.
7. Ms. Ingra requested that the board reach out to the HCBOCC in the future because the county could have funds available to support these types of activities.
8. Ms. Ingra encouraged the VAB to reach out to their circles of influence to help with sponsorship. The Vet council came up as a possible service organization that could help. CVSO Williams mentioned the Ladies Auxiliary from Lake Placid could possibly make goodie bags.
9. Mr. Kirk volunteered to attend the Sept 16th Vet Council meeting.
10. If anyone is interested in becoming a Veteran or Guardian, please reach out to CVSO Williams. Mr. Martin mentioned that he had the honor of flying as a Veteran a few years ago and the experience for him was great. Mr. Bouquet served as a guardian in the past.
11. Mr. Burhans shared information about the Heartland Academy honor students. The group is interested in helping Veterans with routine general cleanup in and around their homes. Mr. Burhans said he would invite a representative from their organization to the October meeting.

Closing Remarks:

1. Mr. Kirk thanked Mr. Burhans for his service as the Chair on the VAB. And CVSO Williams was recognized by Ms. Ingra for her 25 years of service in the county.

Adjourn:

Meeting was adjourned at approximately 4:45 p.m.

The next meeting will be Thursday, Sept 1st, 2022, at 3:30 p.m. at the Veteran Services Office Conference Room.

HIGHLANDS COUNTY VETERAN SERVICES ADVISORY BOARD MISSION STATEMENT, STATEMENT OF GOALS AND BYLAWS

The Highlands County Veteran Services Advisory Board on this date revokes all prior documents pertaining to Mission Statement, Goals, and Bylaws, including the November 2009 Mission Statement, Goals, and Bylaws created by Highlands County Veteran Services Advisory Board, and hereby issues this document as the Mission Statement, Statement of Goals, and Bylaws by which the Veteran Services Advisory Board (VSAB) will be governed.

MISSION:

The Veteran Services Advisory Board, appointed by the Highlands County Board of County Commissioners in January 2001, is established as a veteran community-based group organized to promote advocate and support veteran community wide decision-making agendas and to improve communication within our veteran community. The Board serves as a resource for the Highlands County Board of County Commissioners and the community on veteran benefits.

VISION:

The Veteran Services Advisory Board is the central force that brings together all partners in veteran services to provide accessible and high-quality veteran services within the community.

GOALS:

- serve as a resource for the Highlands County Board of County Commissioners and the community on veteran benefits;
- promote patriotism with the local veteran organizations through informative functions such as yearly public forums and events;
- express views and opinions to the county government on issues that concern and affect veterans' benefits;
- conduct themselves in a professional manner that promotes integrity, honor, and professionalism in the community;
- continuously keep open communication with the veteran community;
- bring local veteran organizations to the table and become part of the solution; and
- conduct fact-finding and make recommendations to governmental or legislative bodies.

LOCATION:

The VSAB will hold regular meetings in the Veteran Services Office Building, 7209 South George Boulevard Sebring, Florida, 863-402-6623, or otherwise published location.

POLICY ON BOARD OF COUNTY COMMISSION APPOINTMENTS:

POLICY ON BOARD OF COUNTY COMMISSION APPOINTMENTS:

The VSAB policy on board appointments will follow the current guidance by the Highlands Board of County Commissioners in effect at their time of appointment.

MEMBERSHIP:

The VSAB will comprise seven voting members, all honorably discharged veterans living in Highlands County. This information shall be verified with a veteran's final DD214 and signed off by the County Veteran Services Officer (CVSO), who will submit in writing only name, rank, branch, terms of service, and military occupational specialty to the VSAB with the membership application. Two members should be from each community, Avon Park, Sebring, and Lake Placid. One member can be "at large" from any community.

For this purpose, the VSAB community boundaries are as follows: the area between SR 66 and Schumacher Road/Sebring Parkway shall be considered Sebring, the areas north shall represent Avon Park, and areas south shall represent Lake Placid.

When there is a vacancy on the VSAB which cannot be filled by a veteran representing the community in which the prior member resided, a representative from another community may be appointed. There will be no alternates on the VSAB. The County's guidelines in the "Policy on Board Appointments" shall be followed.

TERMS OF APPOINTMENTS:

Appointments will be made for three years, with staggered terms for members. When the first term is over, that appointed member must apply for the position just as any other veteran would apply for a vacant position. When a member's second term is over, the veteran must be off the VSAB at least one full calendar year before applying for any new vacancy. A member may succeed themselves only one time.

TERMINATION OF MEMBERSHIP:

When a VSAB member is absent for (50%) of regularly scheduled meetings within a six-month period of time, without reasonable explanation in writing to the (CVSO) or the VSAB, the Department Head/CVSO shall notify the member in writing and request notice of the member's intention. Upon receiving the member's response, the Department Head/CVSO will submit a report to the Board of County Commissioners for consideration and possible removal of the member.

The selection process for a position vacated earlier than the full term is the same for any VSAB vacancy. See current Board of County Commissioners guidance. The selected person to fill the vacancy will complete the term of the vacating VSAB member. At the end of the vacated term, the selected person may apply for the vacant seat as their first term

of three years, just as any other veteran applying for a vacancy.

VSAB ACTIONS:

- Each member of the *VSAB* shall have one vote.
- The presence of four members (57%) of all voting members serving on the *VSAB* shall be necessary at any meeting to constitute a quorum to transact business.
- Unless otherwise required by these Bylaws, the action of the *VSAB* shall require an affirmative majority vote of the membership, conducted by the Roll Call voting process.
- Amendments/revisions to these Bylaws shall require an affirmative vote of four members (57%) of the membership of the *VSAB*.
- All By-Law changes must be approved by the *VSAB* before submitting the Amended or Revised By-Laws to the Board of County Commissioners for their final approval. Until such approval is rendered, the *VSAB* will continue to operate under the existing Bylaws.
- All correspondence recommended sent by the *VSAB* shall be presented to the Secretary in draft format. If approved by the *VSAB* for distribution, correspondence will be sent on *VSAB* letterhead, produced by the Veteran Services Office staff.

MEETING:

The *VSAB* shall meet as often as necessary, not less than once a quarter. Notice of regular meetings shall be given to each member by the Veterans Service Office, along with agenda and supporting documents, at least one week before the meeting. The regularly scheduled meetings are held on the first Thursday of each month. The *VSAB* may also convene special meetings when called by the Chair or at the request of four *VSAB* members by contacting the Department Head/CSVSO, who will then post the meeting and provide *VSAB* members 72 hours notice, accompanied by an agenda specifying the subject of the special meeting.

MEETING NOTICES:

All *VSAB* meetings are open to the public and must be publicly noticed 72 hours in advance. Additionally, all meetings are subject to Florida Government "In The Sunshine Laws." (Open Meeting Laws). Meeting Notices are posted on the County Official Bulletin Board.

SUNSHINE LAW:

Since the *VSAB* members exercise authority to conduct fact-finding and make recommendations to governmental and legislative bodies, the *VSAB* participates in the decision-making process. Therefore, the *VSAB* is subject to the Florida Government "In The Sunshine Laws"-Section 286.011 F.S. (Open Meetings) and Chapter 119 F. S. (Public Records).

DUTIES OF OFFICERS:

The Chair:

- shall preside at all meetings of the *VSAB*;
- shall act as one of the members of the *VSAB*, having privileges of discussing all matters before the *VSAB*, and have the same voting rights as the *VSAB* members; however, the Chair shall neither introduce nor second any motion before the *VSAB*;
- shall perform all the duties of the Office of the Chair; and
- shall hold a one-year term of office, commencing at the regularly held August *VSAB* Meeting of each calendar year. The *VSAB* can elect the Chair to hold a second year of office.

The Vice-Chair:

- shall preside at all meetings of the *VSAB* in the absence of the Chair;
- shall perform all duties usually pertaining to the Office of the Vice-Chair;
- shall assume the office and responsibilities of the Chair if the office becomes vacant; and
- shall hold a one-year term of office, commencing at the regularly held August *VSAB* Meeting of each calendar year. The *VSAB* can elect the Vice-Chair to hold a second year of office.

Highlands County Veterans Services Office shall:

- take and distribute minutes at all scheduled *VSAB* Meetings;
- send out meeting notices to all voting members, Chairman of the Veterans Council, and other interested parties;
- assure that all upcoming *VSAB* meetings are posted on the public bulletin board at the County Government Center;
- provide copies of all requested documents to the *VSAB*;
- secure all records and minutes of the *VSAB*;
- provide a list of qualified applicants to the *VSAB* who will make recommendations on filling vacancies on the *VSAB* to the Highlands County Board of County Commissioners; and
- pass concerns of veterans to other governmental agencies.

CONFLICT OF INTEREST:

Members of the *VSAB* will, prior to voting on any issue that involves any program or agency in which they participate as an employee or member of governing authority, disclose their interest in said program or agency and submit a written statement to the Chair. In such instances, members shall abstain from voting on such issues.

APPROVAL/ADOPTION:

The Highlands County Veteran Services VSAB Mission Statement, Statement of Goals, and Bylaws are approved and adopted by the Highlands County Veteran Services VSAB on this day, the 7th of April 2022.

Signatures of VSAB Members in attendance at the time and place of the approval and adoption of Mission Statement, Statement of Goals, and By-Laws:



(Signature of VSAB Chair)
Jim Burhans



(Signature of VSAB Member) Robert
Strathy



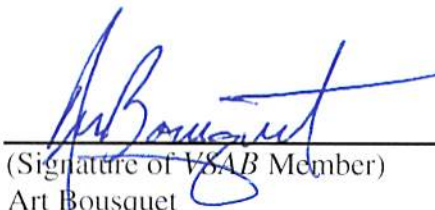
(Signature of VSAB Vice-Chair) Bob
Farabee



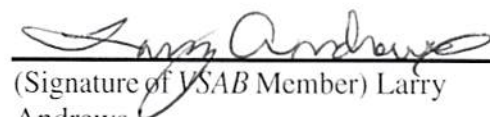
(Signature of VSAB Member) Ken Kirk



(Signature of County Veteran Services Officer)
Denise Williams



(Signature of VSAB Member)
Art Bousquet



(Signature of VSAB Member) Larry
Andrews

(Signature of VSAB Member)
Michael Basile

The Highlands County Veteran Services Advisory Board Mission Statement, Statement of Goals, and Bylaws has been approved and adopted by the Highlands County Board of County Commission on this, the _____ day of _____ 2022.

Kathy Rapp, Chair
Highlands County
Board of County Commission

Jerome Kaszubowski
Highlands County Clerk of Courts

(Seal)

HIGHLANDS COUNTY VETERAN SERVICES ADVISORY BOARD MISSION STATEMENT, STATEMENT OF GOALS AND BYLAWS

The Highlands County Veteran Services Advisory Board on this date revokes all prior documents pertaining to Mission Statement, Goals, and Bylaws, including the ~~June 2006~~ November 2009 Mission Statement, Goals, and Bylaws created by Highlands County Veteran Services Advisory Board, and hereby issues this document as the Mission Statement, Statement of Goals, and Bylaws by which the Veteran Services Advisory Board (VSAB) will be governed.

MISSION:

The ~~Highlands County~~ Veteran Services Advisory Board, ~~(Advisory Board)~~ appointed by the Highlands County Board of County Commissioners in January 2001, is established as a veteran community-based support group, organized to promote, advocate and support veteran community-wide decision-making agendas and to improve communication within our veteran community. The Board serves as a resource for the Highlands County Board of County Commissioners and the community on veteran benefits.

~~To accomplish this mission, the Advisory Board will:~~

VISION:

The Veteran Services Advisory Board is the central force that brings together all partners in veteran services to provide accessible and high-quality veteran services within the community.

GOALS:

- serve as a resource for the Highlands County Board of County Commissioners and the community on veteran benefits ~~issues in cooperation with the community in whole;~~
- promote patriotism with the local veteran organizations through informative functions such as yearly public forums and events;
- express views and opinions to the county government on issues that concern and affect veterans' benefits; and
- conduct themselves in a professional manner that promotes integrity, honor, and professionalism in the community.

VISION:

- ~~The Advisory Board will be recognized as a model of health and care excellence that puts the veterans first and who are motivated to ensure satisfaction in Veteran services. The Advisory Board will be viewed as a central force that brings together all partners in veteran services and provide accessible and high-quality veteran services within the community.~~

GOALS:

- ~~To~~ continuously keep an open communication with the veteran community;

- ~~To determine what can be done to have the greatest impact on the promotion of Veteran Administration (VA) benefits for the veterans or the surviving dependents of Highlands County;~~
- ~~To~~ bring local veteran organizations to the table and become part of the solution; and
- ~~To~~ conduct fact ~~finding~~ and make recommendations to governmental ~~and~~ or legislative bodies.

LOCATION:

The ~~Advisory Board~~ VSAB will hold regular meetings in the Veteran Services Office Building, 7209 South George Boulevard, Sebring, Florida, 863-402-6623, or at an ~~announced~~ otherwise published location.

POLICY ON BOARD OF COUNTY COMMISSION APPOINTMENTS:

The efficient operation of government is dependent upon the input of citizens on committees, boards, and commissions (referred to in this document as "*Advisory Board*"). Our Board of County Commissioners structure allows us to receive input from citizens on how we can better serve our community. With that in mind, we strive to look for highly qualified individuals who represent a diverse cross-section of our community to serve as *Advisory Board* members.

This policy shall not apply in any respect to membership on boards where membership qualifications and terms are specifically set by State law and/or ordinance.

The Board of County Commissioners hereby establishes the following guidelines:

1. ~~When a committee or board includes appointed alternate members, attendance for such alternate members shall consist of an appearance at all duly noticed committee or board meetings. (The *Advisory Board* has no alternates as members).~~
2. ~~*Advisory Board* members (and alternate members) shall inform department head/staff liaison as soon as possible before a meeting when he or she has a possible conflict of interest, which would restrict their participation in the *Advisory Board* meeting.~~
3. ~~When a vacancy occurs, the ~~alternate members~~ shall be given priority consideration for appointment to a board (based on seniority), unless specific requirements for that vacancy (e.g., occupation or district) prohibits that consideration. (The *Advisory Board* has no alternates as members).~~
4. ~~A member of the public may serve on no more than three (3) committees simultaneously provided only one of the boards shall have final decision-making authority. All persons being considered for a committee position will be an elector of Highlands County.~~

The Board of County Commissioners hereby establishes the following: procedures:

1. ~~Approximately two months before any vacancies occur, the President of the *Advisory Board* and the County Veteran Services Officer will notify the Department Head/staff liaison assigned to the *Advisory Board*. The Department Head/staff liaison assigned to the *Advisory Board* will notify the Board of County Commissioners in writing of any upcoming vacancies. The vacancies shall be advertised to the public.~~
2. ~~Persons may submit an application to the County Administrator's office for consideration on future appointments. The County Administrator shall keep a current file of all applicants and make such names available to the Board of County Commissioners for their consideration. Applications will be kept in an active file for a period of two years.~~
3. ~~All appointments to the *Advisory Board* shall be made by the Board of County Commissioners. If a current *Advisory Board* member wishes to be reappointed, they will be asked to submit an application. When there are a sufficient number of volunteers, all qualified candidates' names~~

will be submitted to the Board of County Commissioners for consideration. Said application for membership for the *Advisory Board* is to contain the following: a brief biography, a copy of the applicant's DD-214 proving applicant is a veteran, a completed application, and a completed affidavit affirming understanding of the rules of the Board of County Commissioners to become a member of the *Advisory Board*.

4. After the Board of County Commissioners has appointed a member to the *Advisory Board*, the new member shall be notified in writing. The letter shall state the term of office for each appointed member.
5. The Department Head/staff liaison assigned to the *Advisory Board* will be responsible for obtaining the required oath of office; briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting gifts.
6. The County Administrator or designee shall be responsible for the preparation of a new member package to acquaint each new member with standard operating procedures.
7. With each position that is determined to be an office, a completed "Dual Office Holding" questionnaire shall be attached to the application to prevent possible appointment of somebody to a "Dual Office" who already holds an office. ("Dual Office" as provided for in §s.5(a), Art. II, of the State Constitution).
8. The County Administrator's office shall be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members with the dates of term expirations.
9. The Department Head/staff liaison assigned to the *Advisory Board* shall be responsible for the professional input and analysis in addition to administrative functions of the committee, which includes:
 - a. notices of meetings;
 - b. minutes of meetings;
 - c. agendas typing in accordance with directions from the chairman; and
 - d. gathering of materials and copying for the *Advisory Board*.
10. Each Department Head/staff liaison assigned to the *Advisory Board* is responsible for keeping the attendance records of the members. When a member's attendance drops below the 50% mark in a six-month period, or three absences in a row in a six-month period accrue without reasonable explanation, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intentions. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.
11. Whenever the *Advisory Board* feels a need to make a recommendation or report for the Board of County Commissioners, the Department Head/staff liaison assigned to the *Advisory Board* will

be responsible for scheduling the meeting on the Board of County Commissioners' agenda and submitting the documents for the Board of County Commissioners' consideration.

12. Changes in any policy or procedure by the Board of County Commissioners shall be submitted to all *Advisory Board* members by the Department Head/staff liaison assigned to the committee.

13. If an *Advisory Board* member finds a need to be removed from an appointed position, a written resignation is requested by the Board of County Commissioners for documentation purposes.

The VSAB policy on board appointments will follow the current guidance by the Highlands Board of County Commissioners in effect at their time of appointment.

MEMBERSHIP:

The *Advisory Board*/VSAB will be comprised of comprise seven (7) voting members, all related honorably discharged veterans living in Highlands County. This information shall be verified with a veteran's final DD214 and signed off by the County Veteran Services Officer (CVSO), who will submit in writing only name, rank, branch, terms of service, and military occupational specialty to the veteran community. VSAB with the membership application. Two members should be from each of the three communities community, Avon Park, Sebring, and Lake Placid. One member can be "at large", from any of the three communities community.

For the is purpose of this *Advisory Board*, the VSAB community boundaries are as follows: North of the intersection of U.S. 27, area between SR 66 and Schumacher Road and Sebring Parkway to the Polk Highlands County Line shall be considered the Avon Park Community. South of the intersection of U.S. 27, SR 98 and SR 66 to the Glades Highlands County Line shall be considered the Greater Sebring, the areas north shall represent Avon Park, and areas south shall represent Lake Placid Community. The area between SR 66 and Schumacher/Sebring Parkway shall be considered the Sebring Community.

When there is a vacancy on the *Advisory Board* and VSAB which cannot be filled by a veteran representing the community in which the prior member resided, a representative from another community may be appointed. There will be no alternates on the *Advisory Board*, VSAB. The County's guidelines in the "Policy on Board Appointments" shall be followed.

TERMS OF APPOINTMENTS:

Appointments will be made for a term of three (3) years, with staggered terms for members. A member may succeed him/herself only one time. When the first term is over, that appointed member must apply for the position just as any other veteran must would apply for a vacant position. When a member's second term is over, the veteran must be off the *Advisory Board*/VSAB at least one full calendar year before applying for any new vacancy. A member may succeed themselves only one time.

TERMINATION OF MEMBERSHIP:

When ~~an Advisory Board~~ VSAB member is absent for ~~three (3)~~ (50%) of regularly scheduled meetings within a six ~~—~~ month period of time ~~(50%)~~, without reasonable explanation in writing to the ~~Veteran's Services Officer~~ (CVSO) or ~~to the Advisory Board~~ VSAB, the Department Head/~~staff liaison~~ CVSO shall notify the member in writing and request notice of the member's intention. Upon ~~receipt of~~ receiving the member's response, the Department Head/~~staff liaison~~ CVSO will submit a report to the Board of County Commissioners for ~~its~~ consideration and possible removal of the member.

The selection process for a position vacated earlier than the full term is the same for any ~~Advisory Board~~ VSAB vacancy. (See ~~"Selection—current Board of Membership Process"~~ County Commissioners guidance). The selected person to fill the vacancy will complete the term of the vacating ~~Advisory Board~~ VSAB member. At the end of the vacated term, the selected person may apply for the vacant seat as their first term of three years, just as any other veteran

HIGHLANDS COUNTY VETERANS SERVICES ADVISORY BOARD
MISSION STATEMENT GOALS AND BYLAWS

person may apply for the vacant seat as his/her first term of three years, just as any other veteran applying for a vacancy.

ADVISORY BOARD

VSAB ACTIONS:

- Each member of the ~~Advisory Board~~ VSAB shall have one vote, ~~which may be exercised by the member.~~
- The presence of four ~~(4)~~ members (57%) of all voting members serving on the ~~Advisory Board~~ VSAB shall be necessary at any meeting to constitute a quorum to transact business.
- Unless otherwise required by these ~~By-Laws~~ Bylaws, the action of the ~~Advisory Board~~ VSAB shall require ~~aan affirmative~~ majority ~~affinnation~~ vote of the membership, conducted by the Roll Call voting process.
- Amendments/revisions to these ~~By-Laws~~ Bylaws shall require an affirmative vote of four ~~(4)~~ members (57%) of the membership of the ~~Advisory Board~~ VSAB.
- All By-Law changes must be approved by the ~~Advisory Board~~ VSAB before submitting the ~~Amended~~ Amended or Revised By-Laws to the Board of County Commissioners for their final approval. Until such approval is rendered, the ~~Advisory Board~~ VSAB will continue to operate under the existing ~~By-Laws~~ Bylaws.
- All correspondence recommended ~~by a Member to be sent by the~~ Advisory Board VSAB shall be presented to the Secretary in draft format. If approved by the ~~Advisory Board~~ VSAB for distribution, correspondence will be sent on ~~Advisory Board~~ VSAB letterhead, produced by the Veteran Services Office staff.

MEETING:

The ~~Advisory Board~~ VSAB shall meet as often as necessary, not less than once a quarter. Notice of regular meetings shall be given to each member by the Veterans Service Office, along with agenda and supporting documents, at least one week ~~prior to each~~ before the meeting. The regularly scheduled meetings are held on the first Thursday of each month. The ~~Advisory Board~~ VSAB may also ~~be required to~~ convene ~~S~~special meetings when called by the Chair or at the request of four ~~(4)~~ Advisory Board VSAB members by contacting the Department Head/~~staff liaison assigned to the Advisory Board or the County Veteran Services Officer~~ CVSO, who will then post the meeting and provide ~~Advisory Board~~ VSAB members ~~seventy-two hours~~ 72 hours notice, accompanied by an agenda specifying the subject of the ~~Special Meetings~~ special meeting.

MEETING NOTICES:

All ~~Advisory Board~~ VSAB meetings are open to the public and must be publicly noticed ~~seventy-two (72) hours in advance.~~ — Additionally, all meetings are subject to Florida Government "In The Sunshine Laws"

Public Records and Laws. " (Open Meeting Laws). Meeting Notices are posted on the County Official Bulletin Board.

SUNSHINE LAW:

Since the ~~Advisory Board~~ VSAB members exercise authority to conduct fact-finding, ~~as well as~~ and make recommendations to governmental and ~~for~~ legislative bodies, ~~said Advisory Board~~ is viewed as participating the VSAB participates in the decision-making process. Therefore, the ~~Highlands County Veteran Services Advisory Board~~ VSAB is subject to the Florida Government "In The Sunshine Laws"-Section 286.011 F.S. (Open Meetings) and Chapter 119 F. S. (Public Records).

HIGHLANDS COUNTY VETERANS SERVICES ADVISORY BOARD
MISSION STATEMENT GOALS AND BYLAWS

DUTIES OF OFFICERS:

The Chair:

- shall preside at all meetings of the ~~Advisory Board~~ VSAB;
- shall act as one of the members of the ~~Advisory Board~~ VSAB, having privileges of discussing all matters before the ~~Advisory Board~~ VSAB, and have the same voting rights as the ~~Advisory Board~~ VSAB members; ~~However~~, the Chair shall neither introduce nor second any motion before the ~~Advisory Board~~ VSAB;
- shall perform all the duties ~~usually pertaining to~~ of the Office of the Chair; and
- shall hold a one-year term of office, commencing at the regularly held August ~~Advisory Board~~ VSAB Meeting of each calendar year. The ~~Advisory Board~~ VSAB can elect the Chair to hold a second year of office.

The Vice ~~Chair~~:

- shall ~~presided~~ at all meetings of the ~~Advisory Board~~ VSAB in the absence of the Chair;
- shall perform all duties usually pertaining to the Office of the Vice ~~Chair~~;
- shall assume the office and ~~duties~~ responsibilities of the Chair ~~in~~ if the ~~event that~~ office becomes vacant; and
- shall hold a one-year term of office, commencing at the regularly held August ~~Advisory Board~~ VSAB Meeting of each calendar year. The ~~Advisory Board~~ VSAB can elect the Vice-Chair to hold a second year of office.

Highlands County Veterans Services Office shall:

- take and distribute minutes at all scheduled ~~Advisory Board~~ VSAB Meetings;
- send out meeting notices to all voting members, Chairman of the Veterans Council, and ~~to~~ other interested parties;
- assure that all upcoming ~~Advisory Board~~ VSAB meetings are posted on the public bulletin board at the County Government Center;
- provide copies of all requested documents ~~pertaining to the~~ Advisory Board VSAB;
- ~~secure~~ provide a list of qualified applicants all records and minutes ~~pertaining of the~~ VSAB;
- ~~provide a list of qualified applicants~~ VSAB who will make recommendations on filling vacancies on the ~~Advisory Board~~ VSAB to the Highlands County Board of County Commissioners; and
- pass concerns of veterans to other governmental agencies.

CONFLICT OF INTEREST:

Members of the ~~Advisory Board~~ VSAB will, prior to voting on any issue that involves any program or agency in which they participate as an employee or member of governing authority, disclose their interest in ~~said~~ program or agency and submit a written statement to the Chair. In such instances, members shall abstain from ~~voting~~ voting on such issues.

HIGHLANDS COUNTY VETERANS SERVICES ADVISORY BOARD
MISSION STATEMENT GOALS AND BYLAWS

RULES:

The latest edition of ~~“~~Robert's Rules of Order" shall govern all procedural matters not addressed by these ~~By-Laws~~bylaws. These bylaws shall be reviewed by the VSAB every even numbered year.

APPROVAL/ADOPTION:

The Highlands County Veteran Services ~~Advisory Board~~VSAB Mission Statement, Statement of Goals, and Bylaws are approved and adopted by the Highlands County Veteran Services ~~Advisory Board~~VSAB on this, the — 7th day of November 2009April 2022.

Signatures of ~~Advisory Board~~VSAB Members in attendance at the time and place of the approval and adoption of Mission Statement, Statement of Goals, and ~~By-Laws~~Bylaws:

(Signature of ~~Advisory Board~~ VSAB Chair)
~~Harry Marsh~~
Jim Burhans

(Signature of ~~Advisory Board~~ VSAB Member) ~~Fred Arbela~~ Robert Strathy

(Signature of ~~Advisory Board~~ VSAB Vice-Chair) ~~Elizabeth Waddell~~ Bob Farabee

(Signature of ~~Advisory Board~~ VSAB Member) ~~Mike Basile~~ Ken Kirk

(Signature of ~~County Veteran Services Officer~~) ~~Joseph A. Dionne~~ CVSO
Denise Williams

(Signature of ~~Advisory Board~~ VSAB Member)
Diane Hilliard

Art Bousquet

(Signature of ~~Advisory Board~~ VSAB Member) ~~Herb Wilson~~ Larry Andrews

(Signature of ~~Advisory Board~~ VSAB Member)
J.P. Plunkett

HIGHLANDS COUNTY VETERANS SERVICES ADVISORY BOARD
 MISSION STATEMENT GOALS AND BYLAWS

HIGHLANDS COUNTY VETERANS SERVICES ADVISORY BOARD
MISSIONS STATEMENT GOALS AND BYLAWS

The Highlands County Veteran Services Advisory Board Mission Statement, Statement of Goals, and Bylaws has been approved and adopted by the Highlands County Board of County Commission on this, the _____ day of _____ 2009.

James D. "Don" Bates, Chair
Highlands County
Board of County Commission

HIGHLANDS COUNTY VETERANS SERVICES ADVISORY
BOARD

Robert W. Germaine Michael Basile
Highlands County Clerk of Courts

(Seal)

The Highlands County Veteran Services Advisory Board Mission Statement, Statement of Goals, and Bylaws has been approved and adopted by the Highlands County Board of County Commission on this, the _____ day of _____ 2022.

Kathy Rapp, Chair
Highlands County
Board of County Commission

Jerome Kaszubowski
Highlands County Clerk of Courts

(Seal)

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST

(Due Tuesday at 5:00 p.m.)

Important:

- Consent Agenda Items are considered at Board meetings of the month.
- All contracts and agreements must be reviewed and signed by the Board Attorney, County Administrator, General Services Director, Risk Management, Budget Officer, and in some cases, the County Engineer before submitting them to the County Administrator's office for Board consideration. Any contracts or agreements missing the aforementioned signatures will be returned to the person submitting the request.
- The Public Information Officer must review all PowerPoint presentations (this includes regularly scheduled Public Hearings). PowerPoint presentations are a public record and should be submitted for review in electronic format no later than Friday at 4:00 p.m.
- Departments or agencies needing any equipment or equipment set-up at the Board meeting should make arrangements with the Public Information Officer 24 hours in advance.

_____ Public Hearing X Consent _____ Action

Meeting date to be presented: Tuesday, August 18, 2009

Agenda item name: Bylaws Amendment - Veteran Advisory Board

Presenter: Joseph A. Dionne, County Veteran Services Officer

Approximate time needed: 2 minutes (just the vote)

Are special speakers expected? () yes (X) no

Name and agency: HIGHLANDS COUNTY VETERAN SERVICES OFFICE

Regular Board meeting (X) Special meeting () Public Hearing ()

PLEASE NOTE: If you are requesting the Board to take some action, there must be written backup material for them to consider.

Attach original documents & 10 copies to this form.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Tuesday, August 18 , 2009

SUBJECT/TITLE: Veterans Advisory Board
Bylaws Amendment

STATEMENT OF ISSUE:

During the July regularly scheduled meeting of the Highlands County Veterans Advisory Board, the board voted to write an amendment to the existing Bylaws to clarify several issues. Based upon the memorandum presented to all Board of County Commission appointed Committees and Boards, the Bylaws of the Veterans Advisory Board needed rewording in several areas to clarify the way positions are filled. There was also at issue the place of meeting changed when the Veteran Services Building was completed. The members present at the July meeting voted unanimously to accept the Amendment.

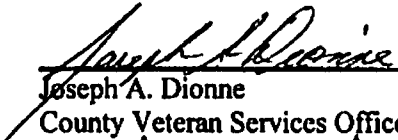
A copy of the existing Bylaws and the Amendment with its attachments have been provided.

RECOMMENDED ACTION

It is the recommendation of the Veteran Services Office and the Veterans Advisory Board that the Amendment to the existing Bylaws of the Veterans Advisory Board be approved as prepared.

FISCAL IMPACT

none



Joseph A. Dionne
County Veteran Services Officer



Ricky Helms
Division Director



Michael Wright
County Administrator

For information, please contact: Joseph A. Dionne, CVSO, 402-6623

Veterans Advisory Board
Mission Statement, Goals, and Bylaws
Dated August 8, 2006

HIGHLANDS COUNTY VETERAN'S SERVICES ADVISORY BOARD
MISSION STATEMENT, GOALS AND BYLAWS

MISSION:

The Highlands County Veteran's Services Advisory Board, appointed by the Highlands County Board of County Commissioners in January 2001, is established as a veteran community based support group, organized to promote, advocate and support veteran community-wide decision making agendas and to improve communication within our veteran community.

To accomplish this mission, the Advisory Board will:

- serve as a resource for the Highlands County Board of County Commissioners and the community on veteran's benefits issues in cooperation with the community in whole;
- promote patriotism with the local veteran's organizations through informative functions such as yearly public forum and events;
- express views and opinions to the county government on issues that concern and affect veteran's benefits; and
- conduct themselves in a professional manner which promotes integrity, honor and professionalism in the community.

VISION:

The Advisory Board will be recognized as a model of health and care excellence that puts the veterans first and who are motivated to ensure satisfaction in Veteran services. The Board will be viewed as a central force that brings together all partners in veteran services and provide accessible and high quality veteran services within the community.

GOALS:

- To continuously keep an open communication with the veteran community;
- To determine what can be done to have the greatest impact on the promotion of VA benefits for the veterans or the surviving dependents of Highlands County;
- To bring local veteran's organizations to the table and become part of the solution; and
- To conduct fact-finding and make recommendations to governmental and/or legislative bodies.

LOCATION:

The Veteran's Services Advisory Board will hold regular meetings in the Tommy McGuire Memorial Building, 7205 South George Boulevard, in Sebring, 863-402-6623, or at an announced location.

MEMBERSHIP:

The Board will be comprised of seven (7) voting members, all related to the veteran community.

TERMS OF APPOINTMENTS:

Appointments will be made for a term of three (3) years, with staggered terms for members. A member may succeed him/herself one time with a majority vote from the current membership. If a member wishes to succeed him/herself, a written notice shall be provided to the Board at least one month prior to the expiration of the term of office.

TERMINATION OF MEMBERSHIP:

A board member who is absent for three (3) consecutive regularly scheduled meetings without reasonable explanation in writing to the Veteran's Services Officer or to the Advisory Board shall be replaced at the discretion of the Advisory Board. A member may terminate sooner than the three years with a written letter to the board. The Board must notice the position, invite applicants, and the nominating committee will make recommendation to the Board to be voted upon at the next regularly scheduled meeting.

ADVISORY BOARD ACTIONS:

- Each member shall have one vote, which may be exercised by the member.
- The presence of four (4) members (57%) of all voting members serving on the Advisory Board shall be necessary at any meeting to constitute a quorum to transact business.
- Unless otherwise required by these By-Laws, action of the Board shall require a majority affirmation vote of the membership, conducted by the roll Call Voting process.
- Amendments/revisions to these By-Laws shall require an affirmative vote of four (4) members (57%) of the membership of the Board.
- All By-Law changes must be approved by the Board before submitting the Amended or Revised By-Laws to the Board of County Commissioners for final approval.
- All correspondence recommended by a Member to be sent by the Board shall be presented to the Secretary in draft format.

MEETING:

The Advisory Board shall meet as often as necessary, but not less than once a quarter. Notice of regular meetings shall be given to each member at least one week prior to each meeting. The regular scheduled meetings are held on the second Tuesday of each month. The Board may also be required to convene Special meetings when called by the Chair or at the request of four (4) Board members by contacting the County Veteran Services Officer or his or her designee. The Services Office shall then give forty-eight hours' notice to all Board members, accompanied by an agenda specifying the subject of the Special Meeting.

MEETING NOTICES:

All meetings are open to the public and must be publicly noticed seventy-two (72) hours in advance. Additionally, all meetings are subject to Florida Government "In The Sunshine Laws" (Public Records and Open Meeting Laws).

SUNSHINE LAW:

Since the Advisory Board exercise authority to conduct fact-finding, as well as make recommendations to governmental and/or legislative bodies, said Advisory Board is viewed as participating in the decision-making process. Therefore, the Highlands County Veteran's Services Advisory Board is subject to the Florida Government "In The Sunshine Laws"—Section 286.011 F.S. (Open Meetings) and Chapter 119 F. S. (Public Records).

DUTIES OF OFFICERS:**The Chair:**

- shall preside at all meetings of the Board;
- shall act as one of the members of the Board, having privileges of discussing all matters before the Board, and have the same voting rights as the Advisory Board members. However, the Chair shall neither introduce nor second any motion before the Advisory Board;
- shall perform all the duties usually pertaining to the Office of the Chair; and
- shall hold a one-year term of office, commencing at the regularly held August Board Meeting of each calendar year.

The Vice Chair:

- shall preside at all meetings of the Advisory Board in the absence of the Chair;
- shall perform all duties usually pertaining to the Office of the Vice Chair;
- shall assume the office and duties of the Chair in the event that office becomes vacant; and
- shall hold a one-year term of office, commencing at the regularly held August Board Meeting of each calendar year.

Highlands County Veterans Services Office shall:

- take and distribute minutes at all scheduled Board Meetings;
- send out meeting notices to all voting members, Chairman, of the Veterans Council and to other interested parties;
- assure that all upcoming meetings are posted on the public bulletin board at the County Government Center;
- provide copies of all requested documents pertaining to the Board;
- secure all records and minutes pertaining to the Board;
- make recommendations on filling vacancies on the Advisory Board; and
- pass concerns of veterans to other governmental agencies.

CONFLICT OF INTEREST:

Members of the Advisory Board will, prior to voting on any issue that involves any program or agency in which they participate as an employee or member of governing authority, disclose their interest in said program or agency and submit a written statement to the Chair. In such instances, members may, at their option, abstain from voting on such issues.

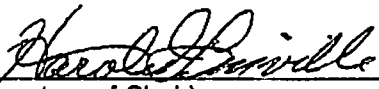
RULES:

The latest edition of "Robert's Rules of Order" shall govern all procedural matters not addressed by these By-Laws.

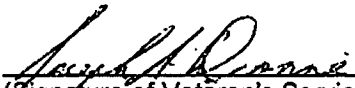
APPROVAL/ADOPTION:

These By-Laws are approved and adopted by the Highlands County Veteran's Board on this 8th day of August, 2006.

Signatures of Board Members in attendance at the time and place of the approval and adoption of By-Laws:

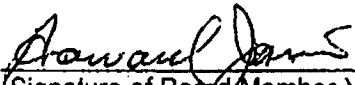

(Signature of Chair)
HAROLD LINVILLE
(Print Name)


(Signature of Board Member)
HERBERT WILSON
(Print Name)


(Signature of Veteran's Service Officer)
JOSEPH A. VIONNA
(Print Name)

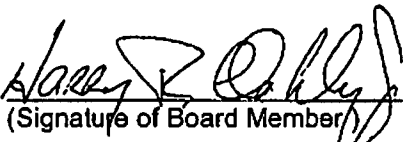
(Signature of Board Member)

(Print Name)


(Signature of Board Member)
HOWARD JARVIS
(Print name)

(Signature of Board Member)

(Print name)


(Signature of Board Member)
HARRY R. OAKLEY, JR.
(Print name)

(Signature of Board Member)

(Print name)

**Veterans Advisory Board
Amendment #1 Dated July 2, 2009
to the
Mission Statement, Goals, and Bylaws
Dated August 8, 2006**

HIGHLANDS COUNTY VETERAN'S SERVICES ADVISORY BOARD
MISSION STATEMENT, GOALS, AND BYLAWS

Amendment Number #1.

LOCATION:

The Veteran's Services Advisory Board will hold regular meetings in the Veteran Services Office Building, 7209 South George Boulevard, Sebring, Florida, 863-402-6623, or at an announced location.

[This meeting location is effective with the June 2009 meeting, replacing the meeting site of the Tommy McGuire Memorial Building (County Health Department Conference Room) at 7205 South George Boulevard.]

MEMBERSHIP:

The Board will be comprised of seven (7) voting members, all related to the veteran community. Two members will be from each of the three communities, Avon Park, Sebring, and Lake Placid. One member can be "at large", from any of the three communities. There will be no alternates on this Board.¹ The County's guidelines in the "Policy on Board Appointments" shall be followed, a copy of which is attached to the Bylaws.²

[¹This policy has been practiced and assumed, but it has never been in writing. The selection of membership from the three towns provides equal representation plus one tie-breaking member. ²This policy is closely followed, and is in part used to create the Bylaws for the Veterans Advisory Board.]

SELECTION OF MEMBERSHIP PROCESS:

The Advisory Board will follow the recommendation of the Board of County Commission. The BCC has adopted a Policy on Board Appointments.¹ A complete copy of the Policy will be attached to this Amendment. Accordingly, the following is adopted:

1. Approximately two months before any vacancies occur, the President of the Advisory Board and the County Veteran Services Officer will notify the Board of County Commissioners in writing of any upcoming vacancies. The vacancies shall be advertised to the public.
2. Persons may submit an application to the County Veteran Services Offices.² Said application is to contain the following:
 - a. a brief biography,
 - b. a copy of the applicant's DD-214 proving applicant is a veteran,
 - c. a completed application, and
 - d. a completed affidavit affirming understanding of the rules of the BCC to become a member of a County committee or board. Such applications are placed in an active file for a period of two years.

3. The applicants are presented to the Advisory Board for selection. This selection process will consist of review of the application packet and an interview.² The list of applicants and the applicant of preference are submitted to the BCC for final approval.
4. The County Commissioners have the final approval of all appointees. After the Board has appointed a member to a committee, the new member shall be notified in writing. The letter shall state the term of office for each appointed member.
5. The CVSO and the President of the Advisory Board will be responsible for obtaining the required oath of office; providing the new member with a copy of the Mission Statement, Goals, and Bylaws; briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting gifts. A copy of the Government in the Sunshine will be provided the new applicant.
6. The County Administrator or his staff will be responsible for the preparation of a new member packet to acquaint each new member with standard operating procedures.
7. With each position that is determined to be an office, a completed "Dual Office Holding" questionnaire shall be attached to the application to prevent possible appointment of somebody to a "Dual Office" who already holds an office.
8. The County Administrator or his staff will be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members of the dates of term expirations.

[¹This is a new section and is based upon the Policy on Board Appointments approved by the Board of County Commission and mandated by use for each Committee or Board. Much of the Policy has been used to create the existing Mission Statement, Goals, and Bylaws of the Veterans Advisory Board. ²The requirement for the brief biography, the DD-214, application, and the interview has always been a part of the selection process for the Veterans Advisory Board.]

TERMINATION OF MEMBERSHIP:

A board member who is absent for three (3) consecutive regularly scheduled meetings without reasonable explanation in writing to the Veteran's Services Officer or to the Advisory Board shall be replaced at the discretion of the Advisory Board. A member may terminate sooner than the three years with a written letter to the board. The selection process for a position vacated earlier than the full term is the same for any Advisory Board vacancy. (See "Selection of Membership Process"). The selected person to fill the vacancy will complete the term of the vacating board member. At the end of the vacated term, the selected person, may roll over into his/her own first term of three years without undergoing another selection process. The Advisory Board must vote for the rollover into the new first term. The Board of County Commissioners must approve the rollover.

[This process has always been assumed, has been put to practice, but has never been in writing.]

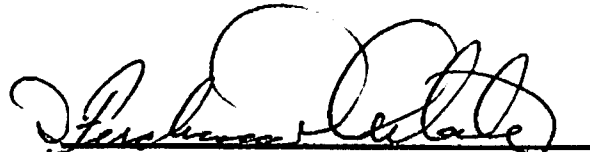
APPROVAL/ADOPTION:

This Amendment to the By-Laws were read discussed approved and adopted by the Highlands County Veteran's Board on this the 2nd day of July, 2009, during a regularly scheduled Advisory Board meeting. The amendment will be attached to the June 2006 adopted Bylaws. A copy of the Mission Statement, Goals, and Bylaws with the Amendment dated today, along with the Policy on Board Appointments, will be carried in the Secretary's Minute Book. A copy of the completed set will be forwarded to the Board of County Commissioners as a courtesy.

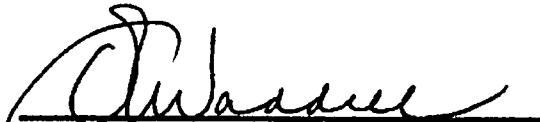
Signatures of Board Members in attendance at the time and place of the approval and adoption of By-Laws:


(Signature of Chair)

HARRY E. Marsh
(Print Name)


(Signature of Board Member)

Ferdinand Arbelo
(Print Name)


(Signature of Vice-Chair)

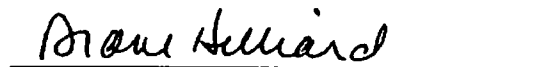
Elizabeth L. Waddell
(Print Name)


(Signature of Board Member)

HERBERT A. Wilson
(Print Name)


(Signature of Veteran Services Officer)

Joseph A. Dionne
(Print Name)


(Signature of Board Member)

DIANE HILLIARD
(Print Name)


(Signature of Board Member)

John W. Pungertt Sr.
(Print Name)

(Signature of Board Member)

(Print Name)

**Attachment to the
Veterans Advisory Board
Bylaws and Amendment to Bylaws**

Policy On Board Appointments

The efficient operation of government is dependent upon the input of citizens on committees, boards and commissions (hereafter known as 'committees'). Our Board of County Commissioners (hereafter known as "Board") structure allows us to receive input from citizens on how we can better serve our community. With that in mind, we strive to look for highly qualified individuals who represent a diverse cross-section of our community to serve as committee members.

This policy shall not apply in any respect to membership on boards where membership qualifications and terms are specifically set by State law and/or ordinance.

The Board hereby establishes the following guidelines:

1. When a committee or board includes appointed alternate members, attendance for such alternate members shall consist of an appearance at all duly noticed committee or board meetings.
2. Board members and alternate members shall inform department head/staff liaison as soon as possible before a meeting when he or she has a possible conflict of interest, which would restrict their participation in the board's meeting.
3. When a vacancy occurs, the alternate members shall be given priority consideration for appointment to a board (based on seniority), unless specific requirements for that vacancy (e.g., occupation or district) prohibits that consideration.
4. A member of the public may serve on no more than three (3) committees simultaneously provided only one of the boards shall have final decision making authority. All persons being considered for a committee position will be an elector of Highlands County.

The Board hereby establishes the following procedures:

1. Approximately two months before any vacancies occur, the Department Head/staff liaison assigned to the committee shall notify the Board of County Commissioners in writing of the upcoming vacancies. The vacancies shall be advertised to the public.
2. Persons may submit an application to the County Administrator's office for consideration on future appointments. The County Administrator shall keep a current file of all applicants and make such names available to the Board for their consideration. Applications will be kept in an active file for a period of two years.
3. All appointments to committees shall be made by the Board of County Commissioners. If a current committee member wishes to be reappointed, they will be asked to submit an application. When there are a sufficient number of volunteers, all qualified candidates' names will be submitted to the Board of County Commissioners for consideration.

4. After the Board has appointed a member to a committee, the new member shall be notified in writing. The letter shall state the term of office for each appointed member.

5. The Department Head/staff liaison assigned to the committee will be responsible for obtaining the required oath of office and briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting any gifts.

6. The County Administrator or designee shall be responsible for the preparation of a new member package to acquaint each new member with standard operating procedures.

7. With each position that is determined to be an office, a completed "Dual Office Holding Questionnaire" shall be attached to the application to prevent possible appointment of someone to a "Dual Office" who already holds an office. ("Dual Office" as provided for in s.5(a), Art.II of the State Constitution)

8. The County Administrator's office shall be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members with the dates of term expirations.

9. The Department Head/staff liaison assigned to each committee shall be responsible for the professional input and analysis in addition to administrative functions of the committee, which includes:

- a) notices of meetings,
- b) minutes of meetings,
- c) agendas typing in accordance with directions from the chairman,
- d) gathering of materials and copying for the committee.

10. Each Department Head/staff liaison assigned to a committee is responsible for keeping the attendance records of the members. When a member's attendance drops below the 50% mark in a six-month period, or three absences in a row in a six-month period accrue without reasonable explanation, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intentions. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

11. Whenever a committee or board feels a need to make a recommendation or report to the Board of County Commissioners, the Department Head/staff liaison assigned to the committee will be responsible for scheduling the meeting on the Board's agenda and submitting the documents for the Board's consideration.

12. Changes in any policy or procedure by the Board of County Commissioners shall be submitted to all committee members by the Department Head/staff liaison assigned to the committee.

13. If a committee member finds a need to be removed from an appointed position, a written resignation is requested by the Board for documentation purposes.

HIGHLANDS COUNTY VETERAN SERVICES ADVISORY BOARD MISSION STATEMENT, STATEMENT OF GOALS AND BYLAWS

The Highlands County Veteran Services Advisory Board on this date revokes all prior documents pertaining to Mission Statement, Goals, and Bylaws, including the November 2009 Mission Statement, Goals, and Bylaws created by Highlands County Veteran Services Advisory Board, and hereby issues this document as the Mission Statement, Statement of Goals, and Bylaws by which the Veteran Services Advisory Board (VSAB) will be governed.

MISSION:

The Veteran Services Advisory Board, appointed by the Highlands County Board of County Commissioners in January 2001, is established as a veteran community-based ~~group-board~~ organized to promote and advocate ~~and support for~~ veteran community wide decision-making agendas and to improve communication within our veteran community. The Board serves as a resource for the Highlands County Board of County Commissioners and the community on veteran benefits.

VISION:

The Veteran Services Advisory Board is the central force that brings together all partners in veteran services to provide accessible and high-quality veteran services within the community.

GOALS:

- serve as a resource for the Highlands County Board of County Commissioners and the community on veteran benefits;
- promote patriotism with the local veteran organizations through informative functions such as yearly public forums and events;
- express views and opinions to the county government on issues that concern and affect veterans' benefits;
- conduct themselves in a professional manner that promotes integrity, honor, and professionalism in the community;
- continuously keep open communication with the veteran community;
- bring local veteran organizations to the table and become part of the solution; and
- conduct fact-finding and make recommendations to governmental or legislative bodies.

LOCATION:

The VSAB will hold regular meetings in the Veteran Services Office Building, 7209 South George Boulevard Sebring, Florida, 863-402-6623, or otherwise published location.

POLICY ON BOARD OF COUNTY COMMISSION APPOINTMENTS:

The VSAB policy on board appointments will follow the current guidance by the Highlands Board of County Commissioners in effect at their time of appointment.

MEMBERSHIP:

The VSAB will comprise seven voting members, all honorably discharged veterans living in Highlands County. This information shall be verified with a veteran's final DD214 and signed off by the County Veteran Services Officer (CVSO), who will submit in writing only name, rank, branch, terms of service, and military occupational specialty to the VSAB with the membership application. Two members should be from each community, Avon Park, Sebring, and Lake Placid. One member can be "at large" from any community.

For this purpose, the VSAB community boundaries are as follows: the area between SR 66 and Schumacher Road/Sebring Parkway shall be considered Sebring, the areas north shall represent Avon Park, and areas south shall represent Lake Placid.

When there is a vacancy on the VSAB which cannot be filled by a veteran representing the community in which the prior member resided, a representative from another community may be appointed. There will be no alternates on the VSAB. The County's guidelines in the "Policy on Board Appointments" shall be followed.

TERMS OF APPOINTMENTS:

Appointments will be made for three years, with staggered terms for members. When the first term is over, that appointed member must apply for the position just as any other veteran would apply for a vacant position. When a member's second term is over, the veteran must be off the VSAB at least one full calendar year before applying for any new vacancy. A member may succeed themselves only one time.

TERMINATION OF MEMBERSHIP:

When a VSAB member is absent for (50%) of regularly scheduled meetings within a six-month period of time, without reasonable explanation in writing to the (CVSO) or the VSAB, the Department Head/CVSO shall notify the member in writing and request notice of the member's intention. Upon receiving the member's response, the Department Head/CVSO will submit a report to the Board of County Commissioners for consideration and possible removal of the member.

The selection process for a position vacated earlier than the full term is the same for any VSAB vacancy. See current Board of County Commissioners guidance. The selected person to fill the vacancy will complete the term of the vacating VSAB member. At the end of the vacated term, the selected person may apply for the vacant seat as their first term of three years, just as any other veteran

applying for a vacancy.

VSAB ACTIONS:

- Each member of the *VSAB* shall have one vote.
- The presence of four members (57%) of all voting members serving on the *VSAB* shall be necessary at any meeting to constitute a quorum to transact business.
- Unless otherwise required by these Bylaws, the action of the *VSAB* shall require an affirmative majority vote of the membership, conducted by the Roll Call voting process.
- Amendments/revisions to these Bylaws shall require an affirmative vote of four members (57%) of the membership of the *VSAB*.
- All By-Law changes must be approved by the *VSAB* before submitting the Amended or Revised By-Laws to the Board of County Commissioners for their final approval. Until such approval is rendered, the *VSAB* will continue to operate under the existing Bylaws.
- All correspondence recommended sent by the *VSAB* shall be presented to the Secretary in draft format. If approved by the *VSAB* for distribution, correspondence will be sent on *VSAB* letterhead, produced by the Veteran Services Office staff.

MEETING:

The *VSAB* shall meet as often as necessary, not less than once a quarter. Notice of regular meetings shall be given to each member by the Veterans Service Office, along with agenda and supporting documents, at least one week before the meeting. The regularly scheduled meetings are held on the first Thursday of each month. The *VSAB* may also convene special meetings when called by the Chair or at the request of four *VSAB* members by contacting the Department Head/CVSO, who will then post the meeting and provide *VSAB* members 72 hours notice, accompanied by an agenda specifying the subject of the special meeting.

MEETING NOTICES:

All *VSAB* meetings are open to the public and must be publicly noticed 72 hours in advance. Additionally, all meetings are subject to Florida Government "In The Sunshine Laws." (Open Meeting Laws). Meeting Notices are posted on the County Official Bulletin Board.

SUNSHINE LAW:

Since the *VSAB* members exercise authority to conduct fact-finding and make recommendations to governmental and legislative bodies, the *VSAB* participates in the decision-making process. Therefore, the *VSAB* is subject to the Florida Government "In The Sunshine Laws"-Section 286.011 F.S. (Open Meetings) and Chapter 119 F. S. (Public Records).

DUTIES OF OFFICERS:

The Chair:

- shall preside at all meetings of the *VSAB*;
- shall act as one of the members of the *VSAB*, having privileges of discussing all matters before the *VSAB*, and have the same voting rights as the *VSAB* members; however, the Chair shall neither introduce nor second any motion before the *VSAB*;
- shall perform all the duties of the Office of the Chair; and
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- shall preside at all meetings of the *VSAB* in the absence of the Chair;
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Highlands County Veterans Services Office shall:

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Members of the *VSAB* will, prior to voting on any issue that involves any program or agency in which they participate as an employee or member of governing authority, disclose their interest in said program or agency and submit a written statement to the Chair. In such instances, members shall abstain from voting on such issues.

RULES:

The latest edition of "Robert's Rules of Order" shall govern all procedural matters not

addressed by these bylaws. These bylaws shall be reviewed by the VSAB every even numbered year.

APPROVAL/ADOPTION:

The Highlands County Veteran Services VSAB Mission Statement, Statement of Goals, and Bylaws are approved and adopted by the Highlands County Veteran Services VSAB on this, the 4th day of August 2022.

Signatures of VSAB Members in attendance at the time and place of the approval and adoption of Mission Statement, Statement of Goals, and Bylaws:

(Signature of VSAB Chair)
Jim Burhans

(Signature of VSAB Member) Charles
A. Martin Jr.

(Signature of VSAB Vice-Chair) Bob
Farabee

(Signature of VSAB Member) Ken Kirk

(Signature of CVSO)
Denise Williams

(Signature of VSAB Member)
Art Bousquet

(Signature of VSAB Member) Larry
Andrews

The Highlands County Veteran Services Advisory Board Mission Statement, Statement of Goals, and Bylaws has been approved and adopted by the Highlands County Board of County Commission on this, the _____ day of _____ 2022.

Chris Campbell, Chair
Highlands County
Board of County Commission

Jerome Kaszubowski
Highlands County Clerk of Courts

(Seal)

Advisory Board Members Voting Table

Date: August 4th, 2022

	1	2	3	4	5	6	7	8	9	10	11	12	Notes:
JIM BURHANS													
LARRY ANDREWS													
ROBERT FARABEE													
KEN KIRK	1	2	2	2	2								
ARTHUR BOUSQUET	2	1	1	1	1								
CHARLES A. MARTIN, JR		1											
Total Ayes	4	4	4	4	4								
Total Nays													
Result (P)pass (F)fail	P	P	P	P	P								
Name of issue for vote	Amend the bylaws with the verbiage from the May meeting and approve to adopt the bylaws and submit to the HC BoCC To approve the minutes from the May 2022 VAB A motion to elect Mr Farabee as chair of the VAB effective SEPT A motion to appoint Ken Kirk as vice chair effective Sept 2022												

Must have a roll call vote except elections, which are ballots.

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(Signature of VSAB Vice-Chair) Bob Farabee

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Chris Campbell, Chair
Highlands County
Board of County Commission

Jerome Kaszubowski
Highlands County Clerk of Courts

(Seal)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Tanya Cannady, CPA, CDM
Business Services Director

SUBJECT/TITLE: Transfer of \$125,000 from the General Fund to the Health Fund for fiscal year ended September 30,2022.

STATEMENT OF ISSUE

An Actuarial Valuation is performed each year on the Employee Benefit Fund (Health, Wellness, Dental) and after the valuation, the Actuary calculated the estimated liability of unpaid medical claims to be 794,101. This calculated claims liability is required to be added into the Health Fund, which resulted in a deficit fund balance of \$118,915. A deficit is not in good standing the the Florida Office of Insurance Regulation, therefore a transfer of funds is needed to offset the deficit. Our Agent of Record, Gehring Group has stated that this liability is much larger than last year due to a backup in claims invoicing because of staff shortages in billing departments and longer bill "scrubbing" by providers as they are searching for Covid claims to submit to the federal government for additional reimbursement.

This transfer of \$125,000 will bring the Health Fund back to a positive fund balance of \$6,085.41 and will be repaid back to the General Fund. This is illustrated on page 2 at the bottom of the column labeled "Health". The Actuary has projected a \$769,000 surplus at the end of fiscal 22/23.

RECOMMENDED ACTION

Move to approve the transfer of \$125,000 from the General Fund to the Health Fund for fiscal year ended September 30, 2022.

FISCAL IMPACT

The fiscal impact for FY21/22 is a decrease of \$125,000 in General Fund fund balance and for FY 22/23 is an increase of \$125,000 in General Fund fund balance.

Attachments: [2022 Insurance Fund Balance - Q4 2022 11.30.2022.pdf](#)

Fund 510	Wellness (7993B)	Health (7993B)	Dental (7993)	TOTAL FUND BALANCE	Change from Prior Period (1,042,296.33)
Fund Balance 9/30/2021	47,894.44	(40,259.23)	21,411.79	29,047.00	
FY 2022 - October 2021					
Contributions	-	1,427,941.46	66,892.20		
Misc	-	-	-		
Funding Transfer	-	-	-		
Interest Earnings	2.63	7.76	2.76		13.15 Interest Earnings
Expenditures	-	(1,245,065.20)	(38,269.04)		
Fund Balance 10/31/2021	47,897.07	142,624.79	50,037.71	240,559.57	211,512.57
Interest Allocation	20%	59%	21%	0.00	
FY 2022 - November 2021					
Contributions	-	1,243,483.65	55,298.00		
Misc	-	-	-		
Funding Transfer	-	-	-		
Interest Earnings	69.28	290.97	101.61		461.85 Interest Earnings
Expenditures	-	(1,178,518.22)	(31,621.60)		
Fund Balance 11/30/2021	47,966.35	207,881.19	73,815.72	329,663.25	89,103.68
Interest Allocation	15%	63%	22%	0.00	
FY 2022 - December 2021					
Contributions	-	901,717.25	39,084.00		
Misc	-	125,359.22	-		
Funding Transfer	-	-	-		
Interest Earnings	148.11	389.77	241.65		779.53 Interest Earnings
Expenditures	-	(1,106,555.92)	(33,252.85)		
Fund Balance 12/31/2021	48,114.46	128,791.50	79,888.52	256,794.48	(72,868.77)
Interest Allocation	19%	50%	31%	0.00	
FY 2022 (Q1)					
Contributions	-	3,573,142.36	161,274.20		
Misc	-	125,359.22	-		
Funding Transfer	-	-	-		
Interest Earnings	220.02	688.49	346.02		1,254.53 Interest Earnings
Expenditures	-	(3,530,139.34)	(103,143.49)		
Fund Balance 12/31/2021	48,114.46	128,791.50	79,888.52	256,794.48	227,747.48
FY 2022 - January 2022					
Contributions	-	567,018.58	26,558.00		
Misc	-	-	-		
Funding Transfer	-	-	-		
Interest Earnings	221.93	-	306.48		528.41 Interest Earnings
Expenditures	-	(997,942.90)	(39,325.76)		
Fund Balance 1/31/2022	48,336.39	(302,132.82)	67,427.24	(186,369.19)	(443,163.67)
Interest Allocation	42%	0%	58%	0.00	
FY 2022 - February 2022					
Contributions	-	862,139.17	39,178.50		
Misc	-	-	-		
Funding Transfer	-	-	-		
Interest Earnings	204.27	-	319.51		523.78 Interest Earnings
Expenditures	-	(836,686.64)	(30,674.74)		
Fund Balance 2/28/2022	48,540.67	(276,680.29)	76,250.50	(151,889.12)	34,480.07
Interest Allocation	39%	0%	61%	0.00	
FY 2022 - March 2022					
Contributions	-	1,210,027.00	55,271.25		
Misc	-	129,763.25	-		
Funding Transfer	-	-	-		
Interest Earnings	115.27	345.81	216.98		678.06 Interest Earnings
Expenditures	-	(920,167.93)	(39,138.97)		
Fund Balance 3/31/2022	48,655.94	143,287.84	92,599.76	284,543.54	436,432.66
Interest Allocation	17%	51%	32%	0.00	
FY 2022 (Q2)					
Contributions	-	6,212,327.11	282,281.95		
Misc	-	255,122.47	-		
Funding Transfer	-	-	-		
Interest Earnings	761.49	1,034.30	1,188.99		1,730.25 Interest Earnings
Expenditures	-	(6,284,936.81)	(212,282.96)		
Fund Balance 3/31/2022	48,655.94	143,287.84	92,599.76	284,543.54	27,749.06
FY 2022 - April 2022					
Contributions	-	570,129.00	25,275.75		
Misc	-	-	-		
Funding Transfer	-	-	-		

	Wellness (7993B)	Health (7993B)	Dental (7993)	TOTAL FUND BALANCE	Change from Prior Period	
Fund 510						
Interest Earnings	284.21	-	505.27			789.48 Interest Earnings
Expenditures	-	(787,316.01)	(32,298.44)			
Fund Balance 4/30/2022	48,940.15	(73,899.17)	86,082.34	61,123.32	(223,420.22)	
Interest Allocation	36%	0%	64%	0.00		
FY 2022 - May 2022						
Contributions	-	1,192,458.14	54,317.00			
Misc	-	-	-			
Funding Transfer	-	-	-			
Interest Earnings	127.62	659.38	276.51			1,063.51 Interest Earnings
Expenditures	-	(869,595.16)	(34,797.19)			
Fund Balance 5/31/2022	49,067.77	249,623.19	105,878.66	404,569.62	343,446.30	
Interest Allocation	12%	62%	26%	0.00		
FY 2022 - June 2022						
Contributions	-	880,499.33	38,537.44			
Misc	-	128,285.15	-			
Funding Transfer	-	-	-			
Interest Earnings	111.29	756.77	244.84			1,112.90 Interest Earnings
Expenditures	-	(928,811.14)	(38,753.98)			
Fund Balance 6/30/2022	49,179.06	330,353.30	105,906.96	485,439.32	80,869.70	
Interest Allocation	10%	68%	22%	0.00		
FY 2022 (Q3)						
Contributions	-	8,855,413.58	400,412.14			
Misc	-	383,407.62	-			
Funding Transfer	-	-	-			
Interest Earnings	1,284.62	2,450.45	2,215.60			2,965.89 Interest Earnings
Expenditures	-	(8,870,659.12)	(318,132.57)			
Fund Balance 6/30/2022	49,179.06	330,353.30	105,906.96	485,439.32	200,895.78	
FY 2022 - July 2022						
Contributions	-	613,443.79	27,759.50			
Misc	-	-	-			
Funding Transfer	-	-	-			
Interest Earnings	181.31	589.26	362.62			1,133.20 Interest Earnings
Expenditures	-	(779,910.09)	(31,678.66)			
Fund Balance 7/31/2022	49,360.37	164,476.27	102,350.42	316,187.06	(169,252.26)	
Interest Allocation	16%	52%	32%	0.00		
FY 2022 - August 2022						
Contributions	-	1,302,299.50	36,343.50			
Misc	-	-	-			
Funding Transfer	-	-	-			
Interest Earnings	195.34	886.56	420.74			1,502.65 Interest Earnings
Expenditures	-	(1,249,686.86)	(32,427.96)			
Fund Balance 8/31/2022	49,555.72	217,975.47	106,686.71	374,217.89	58,030.83	
Interest Allocation	13%	59%	28%	0.00		
FY 2022 - September 2022						
Contributions	-	420,161.50	18,500.50			
Misc	-	164,560.74	-			
Funding Transfer	-	125,000.00	-			
Interest Earnings	1,370.87	-	1,972.71			3,343.58 Interest Earnings
Expenditures	-	(921,612.30)	(53,143.45)			
Fund Balance 9/30/2022	50,926.59	6,085.41	74,016.47	131,028.46	(243,189.43)	
Interest Allocation	41%	0%	59%	0.00		
FY 2022 (Q4)						
Contributions	-	11,191,318.37	483,015.64			
Misc	-	547,968.36	-			
Funding Transfer	-	125,000.00	-			
Interest Earnings	3,032.14	3,926.28	4,971.68			5,979.43 Interest Earnings
Expenditures	-	(11,821,868.37)	(435,382.64)			
Fund Balance 9/30/2022	50,926.59	6,085.41	74,016.47	131,028.46	(354,410.86)	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request approval of the County Administrator Agreement between Laurie Hurner and Highlands County.

STATEMENT OF ISSUE

As instructed at the regular scheduled meeting on November 15, 2022, the decision was made to negotiate an Agreement between Laurie Hurner and Highlands County using the format from prior Administrator.

RECOMMENDED ACTION

Move to approve the County Administrator Agreement between Laurie Hurner and Highlands County.

FISCAL IMPACT

Salary and benefits are budgeted at \$230,732 for the County Administrator in the 22/23 fiscal year, which is sufficient to cover the costs of this agreement.

Attachments: [County_Admin_Agreement.Hurner.SGS.pdf](#)

AGREEMENT

This Agreement is made by and between the Highlands County, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, (hereinafter called “Employer” or “County”) and Laurie A. Hurner, an individual who has education, training and experience in local government management, (hereinafter called “Employee” or “Hurner”). The parties hereto agree as follows:

Section 1. Term.

Pursuant to Chapter 2, Article IV, Section 2-52, Highlands County Code of Ordinances, Employee was appointed by a unanimous vote of the full Board of County Commissioners, on November 15, 2022, to serve as the County Administrator of Highlands County. Although Hurner is a current employee of the County, this Employment Agreement shall become effective on the date of approval hereof by the County. (Commencement Date). This Employment Agreement shall continue until terminated by majority vote of the Board of County Commissioners, by operation of law, or as otherwise as set forth herein.

Section 2. Duties and Authority.

A. The County agrees to employ the Employee to serve as the County Administrator for Highlands County, operating as its chief administrative officer and performing the functions and duties established by County Code, County Policy, applicable Florida and federal law and such other legally permissible and proper duties and functions for the benefit of Highlands County.

B. Employee agrees to perform all duties of the County Administrator for Highlands County in a professional, competent, responsible and industrious manner.

C. Employee shall remain in the exclusive employ of the County and shall devote all such time, attention, knowledge and skill necessary to faithfully perform the duties under this Agreement. This shall not be construed to prohibit occasional speaking engagements, limited teaching, consulting or other business opportunities, with the understanding that such arrangements shall not be for compensation and shall not constitute interference with nor a conflict of interest with her responsibilities under this Agreement. Any such undertakings will be disclosed in advance to the Board of County Commissioners.

Section 3. Compensation.

A. Employer agrees to pay Employee an initial annual salary of One Hundred Sixty Thousand Dollars (\$160,000.00). The salary of Employee will be reviewed no less frequently than annually, at the time of Employee’s annual review. Employer agrees to pay Employee in equal installments, on the same schedule as other County employees, during the term of this Agreement, making all required and applicable payroll deductions. Employer may, but is not obligated to, provide merit raises to Employee in accordance herewith.

B. In addition, Employer agrees to increase the salary of Employee in such amounts and to such extent as the Employer increases the pay of other County employees, as a result of an across-the-board or cost of living increase which affects all full-time, non-bargaining unit County employees.

Section 4. Vacation and Other Leave.

A. Employee shall be entitled to twenty (20) days of vacation leave, annually, of which at least five (5) but no more than ten (10) County business days must be taken consecutively each year. Employee shall be entitled to carry forward any unused vacation leave annually in accordance with the County's vacation leave carry forward policy. Upon termination of this Agreement, any unused vacation leave shall be paid to Employee in accordance with the County's Personnel Policy in effect at the time.

B. Employee shall be entitled to two (2) days of administrative paid time off annually. The Employee may not accrue or carry forward any unused administrative paid time off.

C. Employee shall be entitled to accrue sick leave in the same manner as all County employees. Upon termination of the Agreement, any unused sick leave shall be paid to Employee in accordance with the County's Personnel Policy in effect at the time.

D. Employee shall be entitled to bereavement leave in the same manner as all other County employees.

E. Employee shall be entitled to all holidays pursuant to the same schedule as all other County employees.

F. In advance of any leave, or temporary disability, of three (3) days or more, Employee shall ensure that the Board of County Commissioners is fully apprised of the time in which she will not be available to accomplish her day-to-day operational tasks. By letter filed with the Board of County Commissioners, and subject to the approval of the Board, the County Administrator shall appoint a qualified County administrative officer or department head to perform the duties of County Administrator in her absence.

G. It is agreed and acknowledged that as of the Commencement Date of this Agreement, Employee has accrued ____ hours of vacation leave and ____ hours of sick leave.

Section 5. Health, Disability, Life Insurance Benefits.

A. On the Commencement Date of this Agreement, Employer agrees to provide health insurance to Employee, and her dependents, in the same manner as all other County employees. Employer shall provide vision insurance, dental insurance and other benefits to Employee, and her dependents, in the same manner as all other County employees.

B. Employer shall provide life insurance in the same manner to which it provides for all County employees. Employee shall have the right to choose the beneficiary on such policy.

Section 6. Automobile, Monthly Expenses and Cell Phone Allowance.

A. To compensate Employee for automobile expenses related to the duties of County Administrator, Employer agrees to provide a monthly automobile allowance in the amount of Five Hundred Dollars (\$500.00) to compensate Employee for expenses related to the use, purchase, lease, operation, insurance, maintenance, as well as for any and all other expenses related to the

duties of Employee pursuant to this Agreement. The granting of this allowance does not waive Employer's obligation to reimburse Employee for any business-related travel or use of a personal vehicle for official business pursuant to County Policy.

B. The County shall provide the Employee with a County issued cellular phone with all fees and costs associated therewith paid by the County.

Section 7. Retirement.

The County shall pay the costs of Employee's participation in the "Senior Executive Class" of the Florida Retirement System; however, Employee may elect not to participate in the Florida Retirement System. In that event, the County shall fund the retirement system of Employee's choice, in an amount equal to the County's cost for Employee's participation in the Florida Retirement System.

Section 8. Professional Development, Dues and Subscriptions.

A. Employer agrees to budget for and to pay for the reasonable travel expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the Employer, subject to the approval of Employer and in accordance with County Policies.

Section 9. Civic Club Memberships.

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of two (2) such organizations, for which Employer shall pay all reasonable dues and related expenses, subject to and in accordance with County Policies. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 10. No Reduction of Benefits.

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the case of such a reduction across-the-board for all department heads of the County, and then in the same proportion.

Section 11. Parity in Benefits.

Employee is entitled to any employment benefit which is now furnished to or is hereafter furnished to any County administrative official or department heads, not including dues, memberships, subscriptions or other matters which are particular to the occupation of a particular administrative official or department head, including but not limited to law enforcement, fire and rescue and engineering.

Section 12. Termination of Agreement by Act of a Party.

Any one of the following acts or events shall constitute termination of this Agreement and the employment relationship created hereby:

A. A vote of the Board of County Commissioners, at a duly authorized public meeting, to terminate the Agreement. The parties hereto understand that no cause is required for such termination by the County.

B. The taking of final action by the County, or the Florida Legislature, governing the role, powers, duties, authority or responsibilities of Employee's position which substantially changes the form of government of the County. Under such circumstances Employee shall have the right to declare in writing that such amendment or amendments constitute termination, and her doing so will constitute termination of this Agreement.

C. Employee's written declaration of termination following a request for her resignation by County.

Section 13. Severance Compensation.

A. In accordance with Florida Statutes, Section 215.425, severance compensation shall be paid to Employee when employment is terminated for any one of the reasons set forth in Section 12 above. In such an event, Employer shall pay severance compensation equal to twenty (20) weeks of salary, at Employee's then-current rate of pay, excluding the automobile allowance, monthly expenses and cell phone allowance, without the accrual of any leave time and without any other payments otherwise provided under this Agreement, except that during the twenty (20) week severance period, the County shall pay its share to continue the health insurance benefits of Employee and her dependents at the same rate or percentage as prior to termination.

B. In addition, Employee shall be compensated for all permissible accrued leave, if any, pursuant to County Policy in effect at the time of termination.

C. Any payments to be made hereunder shall be made in one lump sum, unless otherwise agreed in writing by the parties. In any case, all required and applicable payroll deductions will be made. Except as stated herein, no other severance compensation shall be owed or paid by the County.

D. In the event Employee is terminated for one or more of the following reasons, Employer is not obligated to pay severance under this section:

- (i) malfeasance, misfeasance and/or nonfeasance in performance of duties and responsibilities;
- (ii) Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
- (iii) violation of any substantive County Policy, rule or regulation that would subject another County employee to termination;

- (iv) any act which involves moral turpitude or which cause the County to be held in disrepute;
- (v) the commission by the Employee of any embezzlement, fraud, theft, falsification of records or other deliberate and premeditated act of dishonesty toward the County;
- (vi) the conviction of, or the pleading of *nolo contendere* by the Employee to, a misdemeanor or felony, regardless of whether adjudication is withheld;
- (vii) willfully damaging the County's real or tangible property;
- (iv) the abuse of alcohol, narcotics or other controlled substances on the job to the extent that an independent, third-party investigator finds that it has materially affected the Employee's ability to efficiently perform her responsibilities under this Agreement;
- (viii) willfully causing physical, sexual or verbal harassment and injury to any other employee of the County; or
- (ix) any other act of similar nature of the same or greater seriousness to those matters listed hereinabove.

Section 14. Automatic Termination Without Severance Compensation.

This Agreement shall terminate automatically upon the death of Employee; evidence of the commission of any felony by Employee; or the physical or mental incapacity of Employee which renders her unable to perform her duties hereunder and which lasts for ninety (90) consecutive calendar days. Upon any such automatic termination, neither party shall have any further obligation or liability under this Agreement.

Section 15. Resignation.

In the event that Employee voluntarily resigns her position with the County, Employee shall provide a minimum of thirty (30) days' written notice unless the parties agree otherwise.

Section 16. Performance Evaluation.

Employer shall annually review the performance of Employee and at a regularly scheduled meeting of the Board of County Commissioners in the month of September each year, approve any merit pay increase to be effective on the ensuing October 1st. Neither the contents nor outcome of said annual review shall operate as an alteration to or amendment of any provision of this Agreement.

Section 17. Hours of Work.

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 18. Residency.

Employer and Employee acknowledge that Employee will be a resident of Highlands County, on the Commencement Date of this Agreement and Employee further acknowledges that her continued residency is a condition of her employment, unless waived by the unanimous approval of the Board of County Commissioners.

Section 19. Indemnification.

A. Pursuant to Florida law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission which occurs in the scope and course of Employee's employment as County Administrator or resulting from the exercise of her judgment or discretion in connection with any such act or omission, unless the act or omission was the result of intentional or wanton misconduct of Employee. In such cases, Employee may request and Employer shall not unreasonably refuse to provide independent legal representation of Employee's reasonable choice at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend through final determination of the legal action, including any appeals brought by either party. Pursuant to Florida law, Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with any act or omission which occurs in the scope and course of her employment hereunder, unless the act or omission was the result of intentional or wanton misconduct of Employee. Any settlement of any such claim. must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to settle with finality any litigation or other claim described in this Section with its own funds or insurance proceeds. If Employee is a named party to any such litigation or claim, she shall have the right to decline to settle the litigation or claim as to herself, but in such event, Employer shall have the right to opt to no longer defend and/or indemnify Employee. Employee shall at all times cooperate with Employer and its counsel in any such litigation or claim, including after Employee's employment hereunder ends for any reason. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the County, as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer in any such claim or litigation in the event Employee is no longer employed by the County at the time of the needed service.

Section 20. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 21. Notices.

Notice for purposes of this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Highlands County, Florida
Attention: Chairperson
600 S. Commerce Avenue
Sebring, Florida 33870

Electronic Copy to: County Attorney's Office email

EMPLOYEE: Laurie A. Hurner
600 S. Commerce Avenue
Sebring, Florida 33870
Electronic Copy to: official County email

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22. General Provisions.

A. Entire Agreement and Modification. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions, representations or understandings by or between the parties are merged into and rendered null and void by this Agreement. This Agreement may only be changed by written instrument, fully executed by both parties.

B. Joint Authorship and Binding Effect. 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. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision. 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.

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

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of December, 2022.

HIGHLANDS COUNTY, FLORIDA

CHRIS CAMPBELL, Chairman

(SEAL)

ATTEST:

Jerome Kaszubowski
Clerk of Court

EMPLOYEE

LAURIE A. HURNER

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Laurie A. Hurner , who is personally known to me or who produced _____ as identification, and who did not take an oath this _____ day of _____, 2022.

(stamp)

NOTARY PUBLIC, State of Florida

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Laurie Hurner, 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 22, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Commissioner's Priorities \(FINAL\) 12.06.2022.pdf](#)
[Project Updates \(FINAL\) 12.06.2022.pdf](#)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change.	Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by 2022. City staff is short handed so having trouble completing their portions.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by 2022. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask.	Fall 2022
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/11/22
5	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/11/22
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction began 01/06/2022	Construction Final Completion	01/06/23
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - On Schedule	Phase 1 construction completed on 12-05-2022	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Construction is complete and final walk-through is done.	Punch list items to be addressed by contractor and project closeout by Project Manager.	12/01/22
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Staff is waiting on ERC to close comments.	ERC to review revised 100% plans and FDOT is reviewing the BID documents	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	All Work completed except thermo plastic striping and electrician installation for light poles. Due to manufactures delays in delivery of light poles an additional Change Order will be needed extending the project Substantial Completion Date of 10/17/22 and Final Completion Date of 11/16/22 to a further date.	Ongoing
11	Engineering	17034 Memorial Drive MUP -LAP project	Meeting with FDOT to discuss LAP ROW acquisition Policy. Possible redesign.	Staff is exploring options to avoid impacts to City of Sebring water line.	Ongoing
12	Solid Waste	New Cell Expansion - Project No. 21078	Design NTP issued 9/14/22	The consultant is working on preliminary assessment of design and review of existing drawings. Geological testing of the cell site is being planned and will be conducted in the next 2-3 weeks.	Ongoing
13	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Responses to Requests for additional information submitted to SFWMD and FDEP.	Additional RAI comments will be submitted to SFWMD by 10/28/22 for water use permit.	Ongoing
14	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
15	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation \$4.5M will be put toward broadband infrastructure. An RFP will be out soon and open for 2-months. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds and being able to apply for future funding.	Ongoing
16	Economic Development	Broadband/ Highspeed Internet	RFP has been posted and will be open for 60 days. Spring Lake returned the ARPA Funds as other funding became available.	To monitor Office of Broadband and State initiatives. Once the RFP closes a firm will be selected and design on the new phases can begin. Our coverage area has thankfully shrunk to those not in the Glades Electric Co-op territory.	Ongoing
17	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis. Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
18	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
19	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report.

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of December 1, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: [Legal_Long_Range_Log.docx](#)

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
N/A	Revisions to Planning & Zoning Commission membership	
N/A	Lake Placid Fire Station	
N/A	Fire Union matters	
1	Hospital Legislation and sale issues	
N/A	Numbers of dogs/cats in residential areas	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Future Growth Funding Advisory Committee and objectives of same	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	
N/A	Sheriffs Tower Capacity Issue	
N/A	Board and Committee Updates	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request approval of the proposed Amendment 1 following Change Order 1 for the Fall Prep Lacrosse Showcase amending the date of the event to October 15-16, 2022 to December 17-18, 2022.

STATEMENT OF ISSUE

The Board of County Commissioners on October 4, 2022 at the regularly scheduled meeting approved the request of a change of date for the Fall Prep Lacrosse Showcase event, which was postponed due to Hurricane Ian. The Board requested an update via informational item upon confirmation from the event organizer on the new event date.

RECOMMENDED ACTION

Move to approve the proposed Amendment 1 following Change Order 1 for the Fall Prep Lacrosse Showcase amending the date of the event to October 15-16, 2022 to December 17-18, 2022.

Attachments: [ASV_Lax_Ammendment_1_w.Grant_App-Dec22.pdf](#)

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT
AMENDMENT 1

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 3832-010 BAYMEADOWS RD., JACKSONVILLE, FL 32217
EIN NO: 83-1228981

Pursuant to paragraph 6 of the General Terms and Conditions of that Contract between HIGHLANDS COUNTY and AIRSTREAM VENTURES, LLC., dated July 5, 2022, the Contract is hereby amended as follows:

Attachment A referenced in paragraph 1 of the Compensation section of the Contract is hereby deleted in its entirety and replaced with **Exhibit "A"** attached hereto.

All other terms and conditions of the Contract shall remain unchanged.

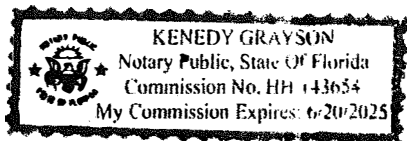
Dated this 7th day of November, 2022.

AIRSTREAM VENTURES, LLC

By: 
Print: Alan Verlander
Title: CEO

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Alan Verlander as the CEO of AIRSTREAM VENTURES, LLC., who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 7th day of November, 2022.




NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY

_____, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk

APPLICATION GENERAL INSTRUCTIONS

The application **must be completely filled out**. Not Applicable or N/A should be marked as appropriate.

Copies of the following items must be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W-9 tax form for post-Event payment
- Overall & detailed Marketing Plan for the Event. This plan must outline product (event); market position/competitive analysis; target audience; target markets; marketing goals, objectives and tactics; market strategy; budget and evaluation metrics.
- Business plan outlining how the re-occurring event will increase out-of-county attendees each year
- Example of proposed Visitor/Attendee Survey

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

2022: \$20,000 (grant) + \$20,000 (1000 verified room nights) = \$40,000
Amount Requested from TDC: 2023: \$10,000 (grant) + \$20,000 (1000 verified room nights) = \$30,000
2024: \$10,000 (grant) + \$20,000 (1000 verified room nights) = \$30,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: Fall Prep ~~Girls~~ Boys Lacrosse Showcase
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
Title:
Address if different from above:
Cell phone:
Email:
7. Has Event ever received funding from the TDC? **No**
>If yes – list years and amounts:
8. Amount Applicant is requesting for the Event/Project: 2022: \$40,000 - 2023: \$30,000 - 2024: \$ 30,000
9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals, promotional items

(Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization)

Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:

TBD

IV. Event Specific Information

1. Event name: Fall Prep ~~Girls~~ ^{Boys} Lacrosse Showcase
2. Type of event: Sports/Tournament
3. Dates of Event: ~~October 15-16, 2022~~ December 17th-18th, 2022
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 2 Hours: 20+
6. Projected number of out of town participants: Out of state: 500
In-state: 100
7. Projected number of attendees per day: 1000-1300
8. Projected number of media, staff, officials:
Out of state: 6
In-state: 15
9. Event/Project promoter (if other than Applicant):
Name of promoter: Tom West
Company name:
Contact name: Tom West
Address:
Phone: (386)931-8503
Email:
Website:

V. Event Admission Price (if applicable) \$10

VI. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 2022: 1000 2023: 1000 2024: 1000

VII. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? *(Please answer each question or your application will be deemed incomplete).*
We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

VIII. Provide the previous year's event information, (if applicable):

Previous Event or Project:
Date:
Location:
Total Room Nights:
Contact Name/Phone:
Funding amount awarded:
Economic Impact (If available):

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	Income Amount (or In-Kind Amount)
Please see attached budget	
Visit Sebring/TDC Funding Request	\$40,000
TOTAL INCOME ALL SOURCES	\$50,500

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Speakers, Signage, Insurance, etc.)	Expense Amount
Please see attached budget	
TOTAL EVENT EXPENSES	\$48,5000
Intended Use of Tourist Development Tax Funds (provide details)	Amount
Signage	\$1,500
Venue Rentals	\$10,000
Officials/Trainers	\$17,250
Marketing (paid social)	\$3,250
Equipment Rentals	\$5,000
Promotional Items	\$3,000
TOTAL TDC EXPENSES	\$40,000

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

- ☒ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: ~~October 15-16, 2022~~ December 17-18, 2022
Date of Application: September 13, 2022
- ☒ I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on ~~December 17, 2022~~ (date 60 days after event ends).
February 18, 2023
- ☒ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by September 20, 2022 (date one week after the application is submitted to and accepted by the Tourism Office)
- ☒ I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.
- ☒ I have included an IRS **W-9 Form** and a copy of the Florida Division of Corporations form with the application.
- ☒ I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.
- ☒ I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.
- ☒ I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.
- ☒ Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.
- ☒ Reimbursement will only be provided at a rate of \$20/verified room night. And all funds will only be reimbursed after the event is complete.
- ☒ The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

☒ Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding for Verified Rooms. (page 9)

☒ Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

☒ Applicant's W-9 tax form is included with the application.

☒ Applicant has included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

☒ Applicant has included a detailed **Marketing Plan** for the Event.

☒ Applicant has included a sample **Attendee Survey** for the Event.

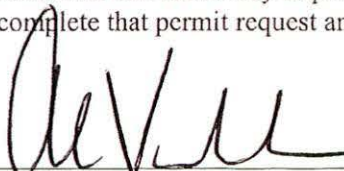
☒ As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Report for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

☒ Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

☒ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

☒ Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

☒ Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: 

Title: CEO Date: 9/15/22

Authorized Agent Signature: Alan Verlander

CRITERIA FOR EVALUATION OF APPLICATIONS

New Event Grant Program

Applications will be scored by TDC staff with a maximum score of one hundred (100) points per applicant. These staff scores will accompany the grants when presented to the TDC for voting. To be eligible for maximum funding based on scores, the Event must score at least an 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.

I. Commitment to the Expansion of Tourism in Highlands County – Maximum 25 points

Purpose: Grant will be evaluated based on evidence of the overall tourism impact of out-of-county tourists. Expectation of the required number of estimated overnight room nights & event attendees should be shown & supported by the event marketing plan & any previous event attendee history.

1. High Impact (25 points): Multi-day event that expects to attract 700+ estimated overnight room nights and/or 5,000+ attendees with verification that at least 20% of attendees reside outside Highlands County
2. Medium Impact (15 points): Multi-day event that expects to attract 250+ estimated overnight room nights and/or 2,500+ attendees with verification that at least 10% of attendees reside outside Highlands County.
3. Low impact (5 points): Multi-day event that expects to draw less than 250 estimated overnight room nights and at least 500 attendees with no verified information of how many attendees reside outside Highlands County.

II. Soundness of Proposed Event – Maximum 25 points

Purpose: The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used and an out-of-county advertising plan. Please use the SMART Objective Worksheet (on page 9) to complete this section.

1. Objectives are clearly defined on SMART Objective Worksheet (5 points)
2. Objectives are not defined well or not defined on SMART Objective Worksheet (0 points)

Additional Funding Sources/Budget

1. Specific additional funding sources defined on application & confirmed for funding (10 points)
2. Additional funding sources identified but not confirmed for funding (5 points)
3. Not defined or confirmed on the application (0 points)

Out of County Advertising/Marketing Plan

A well-defined marketing plan will include details on market research, target market, positioning/brand perception, competitive analysis, market strategy/tactics, budget and metrics/measurables.

1. Specifically defined on the application (10 points)
2. Identified but not specifically defined on the application (5 points)
3. Not defined on the application (0 points)

III. Stability and Management Capacity – Maximum 25 points

Purpose: The grant request is evaluated based on the event having a proven record or demonstrated capacity of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

Digital Presence – Considerations - How well is the applying event represented on online, digital platforms designed to attract tourists? For example, does the applying event describe the destination in an enticing way to attract visitors? Does the applying event provide a host hotel or hotel recommendations? Does the applying event suggest other activities to do in the area?

- a. Event has a mobile-friendly website that is current on website design trends and actively posting quality content (at least once a week) on at least one social media channel as the event itself (not host organization) (10 points)
- b. Has event-specific website with event specific URL and an Event Page on Facebook (5 points)
- c. No event-specific website or social media presence (0 points)

Event History Documentation – Consideration - For past events hosted by Applicant and funded by the TDC, were all TDC grant documentation requirements submitted and adhered to as published in policy?

1. All documentation was properly submitted and grant funds were appropriately used as outlined in the grant request (10 points)
2. Documentation was submitted but incomplete and/or grant funds not fully used as outlined on the grant request. (5 points)
3. Documentation was not submitted as required and/or grant funds not used as agreed. (0 points)

Visitor Survey – Considerations - Does the event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?

1. Yes, a sample survey was included in the application with an agreement to share zip code information with the TDC post-event. Survey should capture attendee information that is helpful to capture visitor data, such as home zip code, feedback on event, length of stay in destination, quality of experience, location of stay at hotel or other accommodations, etc. (5 points)
2. No survey planned (0 points)

IV. Quality of Proposed Event – Maximum of 25 points

Purpose: The grant request is evaluated based on the event's attraction of visitors to Highlands County with a high-quality guest experience (prior to arrival through departure) thereby providing a significant economic benefit to Highlands County.

1. High Impact – Recurring event with increasing levels of participation and significant economic impact. Event uses a systemic approach to data collection and analysis, such as attendee survey, hotel room night verifications, data capturing website and digital communication with evaluations, etc. (25 points)

2. Medium Impact – Recurring event with steady level of participation and economic impact. Has digital presence but not capturing or evaluating data in an effort to attract more visitors. (15 points)

3. Low impact – First year event with level of impact unknown, does have positive anticipated level of participation and economic impact to the county OR a recurring event with a declining level of participation, low economic impact to the county, and no or very little digital presence. (5 points)

Bonus Points

Up to 10 additional points may be earned for submission of a quality Special Event Emergency Response Plan. Submissions should include traffic and parking plans, inclement weather plan; security plans; evacuation plans; hazard identification and mitigation tactics; identified leadership roles, responsibilities and reporting relationships; emergency response procedures; etc.

For all questions related to the New Event Grant Program and the application, please contact Lori Krinsky at the Highlands County Tourist Development Council (TDC) at LKrinsky@HighlandsFL.gov. or call (863) 402-6909.

SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic impact in the community.

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	Driving people to downtown Sebring throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Sebring as an area on the rise.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the STR Report to verify.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	Tom West has been connected to the Lacrosse community for years and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	This event will help support Sebring's vision as a destination and encourage more events to come to the area.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

Final Goal:

Increase tourism and create a lasting event in Sebring.

Fall Prep Lacrosse Showcase Budget

~~October 15-16, 2022~~

December 17-18, 2022

Sebring, FL

Revenue	
Ticket Revenue	\$ 10,000.00
Concessions/Food Truck	\$ 500.00
TDC Grant	\$ 20,000.00
Room Rebate	\$ 20,000.00
TOTAL REVENUE	\$ 50,500.00
Expenses	
Venue Rental	\$ 10,000.00
Officials	\$ 11,500.00
Marketing	\$ 3,250.00
Equipment Rentals	\$ 5,000.00
Promotional Items	\$ 3,000.00
Apparel	\$ 1,500.00
Insurance	\$ 2,500.00
Trainers	\$ 5,750.00
Travel	\$ 2,000.00
Staffing	\$ 3,000.00
Signage	\$ 1,000.00
TOTAL EXPENSES	\$ 48,500.00
NET	\$ 2,000.00

Boys Fall Prep ~~Girls~~ Lacrosse Showcase

Business Plan:

For the Fall Prep ^{Boys}~~Girls~~ Lacrosse Showcase our team will utilize our extensive experience in executing tournaments of similar scope, as well as our network in the High School Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Florida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vermont. He has a long history of building programs. He started both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vermont, West served as an assistant coach at Norwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

“Being involved with Florida lacrosse from its early roots and seeing the way it’s grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has,” said West. “I’m looking forward to the opportunity with Florida Crabs to get some of these players in front of coaches who are from around the country so they can see what a powerhouse Florida has become. All these Florida lacrosse players are going to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an opportunity to play college lacrosse somewhere - that’s what this team is all about.”

West will help lead Crabs’ efforts to grow lacrosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McClernan believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 through 2025 this summer and fall, giving Florida’s best players the chance to learn from their peers and compete against the nation’s best players.

Through Tom's extensive connections, we will be able to acquire teams from all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

How Lacrosse will INCREASE out-of-county Visitors to Highlands

The High School Girls Lacrosse Showcase is an exciting event to your destination, marketing your area to the lacrosse community and your locals. The participants that will be participating in the tournament are all under the age of 18. This will result in each participant bringing 1+ additional guest to your area. The goal is to market Sebring/Highlands County as a family/group destination.

Our events are more than just one tournament – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

- Participants will receive information on where to stay and things to do in Highlands County
 - Airstream Ventures will work with Visit Sebring on creating this material to send out

Marketing Plan:

- A first-class lacrosse tournament experience that drives people to your destination
 - Average 600-800 players with more than 1,200 visitors, producing 1000 room nights
- Marketing of your destination to high school lacrosse teams across the country
 - Dedicated webpage for the event
 - Logo inclusion & links to your website and videos
 - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
 - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
 - Sales Marketing (to prospective customers for sponsorship)
 - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

Post-Event Recap and Follow-Up

- Attendees will be sent a post-event recap to complete through Google Forms

Post-Event Attendee Survey

1. Where did you stay while in Sebring Area/Highlands County?

2. How many nights were you here?

3. What did you do during your stay?

4. Did you attend any restaurants while visiting?

5. Is there anything you did not like about Highlands County?

6. Would you visit Highlands County again?

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Airstream Ventures, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3832-010 Baymeadows Road, #101	Requester's name and address (optional)
6 City, state, and ZIP code Jacksonville, FL 32217	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
8	3	-	1	2	2	8	9	8	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Alan Verlander</i>	Date ► <i>09/29/2021</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Alan Verlander

Date: 9/15/22

By: [Signature]
(Signature)

Its:

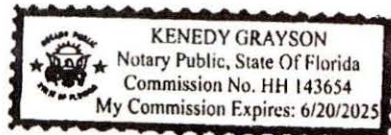
(Title)
State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as
CEO (title) of Airstream Ventures (applicant) to
me well known or produced identification Drivers License (type of ID) and who executed
the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and
purposes herein expressed.

Witness my hand and seal (date) 9/19/21

My Commission expires (date) 6/20/25

Signature of Notary K. Grayson



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 6, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from November 15, 2022 to December 5, 2022

Attachments: