HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, June 01, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Construction Licensing, Enforcement & Appeals Board will meet on Tuesday, June 1, 2021 at 7:00 p.m., in the Board room of the Highlands County Government Center, 600 S. Commerce Ave., Sebring

The Highlands County BOCC (through its appointed negotiating team) and the Highlands County Professional EMS & Fire, IAFF 5147, will meet on Wednesday, June 2, 2021 at 9:00 a.m., in the Engineering Training Room of the Annex Building, 505 S. Commerce Avenue, Sebring

The Veterans Advisory Board will meet on Thursday, June 3, 2021 at 3:30 p.m., in the Highlands County Veteran Services Office Conference Room, 7209 S. George Blvd., Sebring

The Highlands County Planning & Zoning Commission and the Local Planning Agency and the Zoning Board of Adjustment will meet on June 8, 2021, at 3:00 p.m. in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Industrial Development Authority and Highlands County Economic Development Commission will meet on Wednesday, June 9, 2021 at 7:30 a.m. in the O.S. "Sam" Polston Auditorium of the Bert J Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Tourist Development Council will meet on Thursday, June 10, 2021 at 8:15 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Evaluation Committee will hold an evaluation meeting on Thursday, June 10, 2021 at 1:30 p.m., in the Engineering Training Room of the Annex Building, 505 S. Commerce Avenue, Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing June 7 through June 11, 2021 as*

"Code Enforcement Officials Appreciation Week" in Highlands County, Florida.
Rachel Barry, Zoning Supervisor
No Fiscal Impact.
Code Enf. Official Appreciation Week

6.B *Presentation of Community Risk Reduction (CRR) and Mobile Integrated Health (MIH).*
Marc Bashoor, Public Safety Director
No Fiscal Impact
Community_Risk_Reduction.pptx

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the minutes from the April 16, 2021 Special Meeting of the Board, and the April 23, 2021 and May 4, 2021 Regular Meetings of the Board.*
041621SPECIAL.pdf
042321REG.pdf
050421REG.pdf

8.B *Request to waive the Landfill Tipping Fees for the Annual Caladium Festival and Annual Bike and Car Show.*
Clinton Howerton, Jr., P.E., County Engineer
Landfill staff estimates that The Greater Lake Placid Chamber of Commerce's Annual Caladium Festival and Annual Bike and Car Show will haul an estimated three (4) tons of Class 1 waste at a cost of $45.00 per ton for a total of $180.00 to be waived. The figures are based upon The Greater Lake Placid Chamber of Commerce's estimate of two (2) roll off bins for this event.
4-20-21 LP ltr req to waive tipping fees for caladium fest..pdf
Table of Waived Tipping fees.pdf

8.C *Request approval of the Mobile Home Occupancy License Agreement for the Highlands County Shell Pit Employee.*
Jonathan Harrison, Road and Bridge Director
No Fiscal Impact.
DOC002.pdf

8.D *A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Natural Resources Advisory Commission; Providing for Legislative Intent; Providing for Repeal of Resolution 10-21-86; Providing for an Amendment to Resolution No. 14-15-89, Section 1 and Section 5A' 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.*
Dawn Ritter, Natural Resources Manage
There is no fiscal impact
Resolution - NRAC Resolution.pdf

8.E *A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Repeal of the Special Benefit Unit Handbook; Providing for Legislative Findings and Intent; Providing for Repeal of Handbook; Providing for the*

Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
Sherry Sutphen, County Attorney
There is no fiscal impact.
Resolution - repealing NAV Handbook.SGS.pdf

8.F *A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Repeal of its Prompt Payment Policy, Resolution Number 15-16-112 and Resolution Number 16-17-50; Providing for Legislative Intent; Providing for Repeal of Policy; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.*
Sherry Sutphen, County Attorney
There is no fiscal impact.
Resolution - repealing Prompt Payment Policy.SGS.pdf

8.G *Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project NO. 412579-1-78-02 FY 21-22.*
Clinton Howerton, Jr., P.E., County Engineer
Upon approval of the aforementioned agreement, the County will receive $214,360.85 in Fund 110 (Transportation Trust) as compensation for maintaining street lights for the State Highways for the FDOT Fiscal Year 21/22 which will be budgeted in the FY 21/22 budget.
ASH11 Highlands County Lighting WO and Exhibit 2122.pdf
FINAL Resolution Highway Lighting Board Meeting date 6-1-21.SGS.pdf

8.H *Request approval of waiver of fees for the Sebring High School Cross Country Athletic Program for the use of the Highlands County Multi Sports Complex.*
Richard Fleeger, Parks & Facilities Superintendent
The fiscal impact of the waiver approval would result in a loss of $1,820.00 in rental revenue for the Highlands County Multi Sports Complex.
County Field Recreational Use Request 2021.docx
Screenshot (3) (002).pdf
2020-2021 Fees Waived.pdf

8.I *Engineering Department job position changes*
Clinton Howerton, Jr. P.E., County Engineer
Tanya Cannady, CPA, CDM, Business Services Director
No fiscal impact
Engineering Services Manager.pdf
Assistant to the County Engineer-SW.pdf
Traffic Operations Manager.pdf

8.J *Request approval of Florida Network of Children's Advocacy Centers' (FNCAC) allocation for a one-time purchase of a complete workstation and approval of Budget Amendment 20-21-091 and associated Resolution to set up Project 20054.*
Sarah Beth Rogers, Children's Advocacy Center Manager
The Fiscal Impact is an increase in the General Fund 005, Cost Center 3995, Project

20054 in the amount of $1,422.23.
20-21-091 Project 20054 New Work Space (CAC) (BA).pdf
20-21-091R Project 20054 New Work Space.pdf
HIghlands Purchase Approval.pdf

8.K *Request approval of Victims of Crime Act (VOCA) Grant Amendment No. 2 to agreement between the State of Florida Department of Legal Affairs Office of the Attorney General and Highlands County Board of County Commissioners, as well as Budget Amendment 20-21-093 and associated Resolution to set up project 20055.*
Sarah Beth Rogers, Children's Advocacy Center Manager
The Fiscal Impact is an increase to the General Fund 005, Cost Center 3995, Project 20055 in the amount of $60,096.
20-21-093 Project 20055 VOCA (CAC) 20-21 (BA).pdf
20-21-093R Project 20055 VOCA (CAC) 20-21.pdf
2020 Randy Signed Contract Admendment.pdf

8.L *Request approval to waive the application fee for a Special Exception, BOA Hearing No. 1879.*
Rachel Barry, Zoning Supervisor
The fiscal impact will result in lost revenue in the amount of $975.00.

8.M *Request approval of a confirmation letter to the Florida Department of Law Enforcement delineating how the three (3) local law enforcement agencies will spend "JAG-C" grant funding in the amount of $50,648.00.*
Randy Vosburg, County Administrator
This item recognizes grant proceeds in the amount of $50,648 from the Florida Department of Law Enforcement.
060121 51% JAG Letter.docx

8.N *Request approval of Budget Amendment 20-21-092 to realign funding within the State Attorney's budget.*
David Nitz, OMB Mananger
There is no fiscal impact to Fund 179 (Court Tech 28.24 (12)(E)1) or the overall budget. This budget amendment is realigning funding within cost center 1002B (State Attorney-179), moving $11,500 from account 55100 (Office Supplies) to account 55200 (Operating Supplies).
20-21-092 State Attorney Realignment.pdf

8.O *Request approval of Budget Amendment 20-21-096 and associated Resolution to include additional funding for project 19054 Florida Network of Children's Advocacy Centers.*
Sarah Beth Rogers, Children's Advocacy Center Manager
The Fiscal Impact is an increase to the General Fund 005, Cost Center 3995, Project 19054 in the amount of $704.71.
20-21-096 Project 19054 FNCAC (BA).pdf
20-21-096R Project 19054 FNCAC.pdf
CAC23 Signed Amendment 20.21 additional CPT funds.pdf

8.P *Request approval of Budget Amendment 20-21-097 and Resolution to the Conservation Trust Fund allowing revenue from a gopher tortoise habitat management*

project grant from the Florida Fish & Wildlife Conservation Commission.
Dawn Ritter, Natural Resources Manager
The fiscal impact is an increase to Fund 129 (Conservation Trust) in the amount of $2,973.99 for a State grant from the Fish & Wildlife Foundation of FL and a decrease of $1,600 to Fund Balance Brought Forward resulting in a net increase of $1,373.99
20-21-097 Project 20032 Gopher Tortoise Habitat Management (BA).pdf
20-21-097R Proj 20032 Gopher Tortoise Habitat Mgmt.pdf

9 PUBLIC HEARING

9.A *An Ordinance of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Sun 'N Lake of Sebring Improvement District Code Enforcement; Providing for Legislative Findings and Intent; Providing for an Amendment to Section 9-102; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Codification and Scrivener's Errors; Providing for Conflicts Providing for Severability; and Providing an Effective Date.*
Sherry Sutphen, County Attorney
There is no fiscal impact
Ordinance Amending 9-102-prepared surface .SNL- 042621.SGS.pdf
Notice of Public Hearing-052021.pdf

10 ACTION AGENDA

10.A *Insurance Committee's recommendation for insurance premium structure, plan design and stop loss deductible for plan year 2021-2022*
Tanya Cannady, CPA, CDM, Business Services Director
The total County fiscal impact represents an estimated increase of $364,790 to the Insurance Fund for the plan year 2021-2022, depending on the number plan participants and their choice of plan options.
051121- Highlands - Option 2c.pdf
Insurance Committee Minutes 5.11.2021.pdf
050621 - Highlands - Dental Contributions option 2.pdf
050621 - Highlands - HSA RFP Evaluation.pdf
052521 - Highlands - ASO and Stop Loss Exhibit.pdf

10.B *A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Roadways; Providing for Legislative Findings and Intent; Providing for Approval of Counting Maintained Roadways; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is unknown
Resolution - County maintained roads -051321.SGS.pdf
Highlands County Maintenance Power Point.pptx

10.C *Real Property Exchange Agreement by and between Highlands County, Florida and Adventist Health System Sunbelt Health Care Corporation*
Marc Bashoor, Public Safety Director
Sherry Sutphen, County Attorney

The fiscal impact is unknown at this time.
Real Property Exchange Agreement.pdf

11 COUNTY ADMINISTRATOR AND LEGAL

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

11.B *Request approval of Budget Amendment 20-21-085 to appropriate funds to pursue federal grant funding.*
Liz Barber, Legislative Affairs & Grants Coordinator & Randy Vosburg, County Administrator.
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring $19,500 from cost center 9990 (Budgetary Expenditure AC/005), account 59900 (Reserve for Contingency) to cost center 2111 (Central Services), account 53100 (Professional Services).
20-21-085 Merchant McIntyre Assoc. Svcs_3 Months.pdf
20-21-085 Merchant McIntyre Assoc. Svcs (RESERVE) (1).pdf

11.C *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's Priorities (FINAL) 6.1.2021.pdf
Status - Project Updates (FINAL) 6.1.2021.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from June 1 through June 14, 2021*

14 ADJOURN

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human

Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Rely Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 1, 2021**

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing June 7 through June 11, 2021 as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida.**

STATEMENT OF ISSUE

The Florida Association of Code Enforcement (F.A.C.E.) recognizes the second week of June as Code Enforcement Officials Appreciation week, and encourages the participation of local governments in recognition of this as well. Code Enforcement Officials provide for the safety, health, and welfare of the citizens of our County and they are dedicated, well trained, and highly responsible individuals, who are proud to serve our community.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing June 7 through June 11, 2021 as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida.

FISCAL IMPACT

No Fiscal Impact.

Attachments: Code Enf. Official Appreciation Week

PROCLAMATION

WHEREAS, Code Enforcement Officials provide for the safety, health, and welfare of the citizens in the community through the enforcement of noise, zoning, nuisance abatement, environmental, and other codes and ordinances: and,

WHEREAS, Code Enforcement Officials are not often recognized for the jobs that they do in improving neighborhoods, as are emergency personnel such as police, fire, emergency medical services; and,

WHEREAS, every day, assisted by administrative staff, they attempt to provide quality customer service to the public for the betterment of the community; and,

WHEREAS, too many times, their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and,

WHEREAS, Code Enforcement Officials are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their division and the local government within which they serve; and,

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the second week of June 2021 be set aside by local government to honor and recognize their Code Enforcement Officials; and,

WHEREAS, the Highlands County Commission has declared the second week of June be set aside to honor and recognize the Code Enforcement Officials;

NOW THEREFORE, the Highlands County Board of County Commissioners, Highlands County, Florida, does hereby recognize June 7th through June 11th, 2021, as **CODE ENFORCEMENT OFFICIAL'S APPRECIATION WEEK** in Highlands County, Florida, and encourage citizens of Highlands County to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officials.

Done and adopted this 1st day of June, 2021.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

By: ______________________________
Scott A. Kirouac, Chairman

(SEAL)
ATTEST:
By: ______________________________
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Marc Bashoor, Public Safety Director**

SUBJECT/TITLE: **Presentation of Community Risk Reduction (CRR) and Mobile Integrated Health (MIH).**

STATEMENT OF ISSUE

To introduce the Commission to the concept of Community Risk Reduction (CRR) and Mobile Integrated Health (MIH). The integrated fire and EMS approach will seek to minimize strain specifically on 911, our providers, and on the health system in general.

RECOMMENDED ACTION

No action is required.

FISCAL IMPACT

No Fiscal Impact

Attachments: Community_Risk_Reduction.pptx

Highlands County Fire Rescue

Community Risk Reduction (CRR)

County Commission

June 1, 2021

Est. 2018

CRR Defined

- **Community Risk Reduction uses a wholistic approach to identifying root causes of 911 and hospital recidivism, and identifies strategies to reduce systemic strain**

System Approach

- The Fire Rescue system works with 911 and health care professionals to identify repeat response addresses, which may benefit from the principles of CRR

System Approach

- Repeat 911 callers
- Repeat hospital admissions
- Aims to reduce system strain

Highlands County Approach

- **Highlands County's approach embraces both EMS (Mobile Integrated Health – MIH) and FIRE risk reduction, under the general direction of a Risk Reduction Official**

System Approach

- **CRR official coordinates routine fire inspections, and citizen-requested cursory home checks for preventative actions (smoke alarms, carbon monoxide detectors, extension cords, railing systems, etc)**

System Approach

- **MIH paramedic & health official coordinate with CRR official on cursory wellness checks, coordination of self-care, awareness, and social/rehabilitative services**

CRR Defined

- <u>EMS</u> CRR operating under the general category of "Mobile Integrated Health" (MIH) ((Some systems identify this as community paramedicine))
- <u>Fire</u> CRR operating under the general category of "Fire Prevention and Public Education" (FPPE)

Partners

- Fire Rescue System
- Hospitals
- Health Department
- Highlands Fire & EMS Foundation

Fire Rescue Budget

- CRR Official approved, annual recurring, with benefits;
  - $75,000
- Firefighter/paramedic, annual recurring, (experienced – maybe retired), $85,000 (Identify external funding)
- Vehicle, one time expense
  - $50,000 (Identify external funding if possible)
- General equipment
  - $20,000 (Identify external funding if possible)

Community Benefits

- Improved individual resident outcomes
  - REDUCE strain on 911 call system
  - REDUCE strain on EMS providers
  - REDUCE strain on hospital systems
  - REDUCE strain on paid and volunteer fire services

- Hence, Community Risk REDUCTION!

Future

- Smoke Alarm/CO Detector distribution program – Summer 2021
- Mobile Integrated Health – Fall 2021?
- September 30, 2021

Q& A

Q & A
&
Thanks!

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the April 16, 2021 Special Meeting of the Board, and the April 23, 2021 and May 4, 2021 Regular Meetings of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the April 16, 2021 Special Meeting of the Board and the April 23, 2021 and May 4, 2021 Regular Meetings of the Board.

Attachments: 041621SPECIAL.pdf
042321REG.pdf
050421REG.pdf

SPECIAL MEETING OF THE BOARD, APRIL 16, 2021

1. The meeting was called to order at 12:00 p.m., at the Sebring International Raceway, 113 Midway Drive, Sebring, Florida, with the following members present:

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

Also, present: Laurie Hurner, Assistant County Administrator; Gloria Rybinski, Public Information Officer; Karen Clogston, Public Information Assistant; and Maria Brenes, Deputy Clerk.

This meeting was properly advertised, and a proof of publication was submitted to the Clerk to be made part of the permanent record. ***See Proof of Publication file.***

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

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

2. PHOTO OPPORTUNITY FOR COMMISSIONERS WITH NEW FIRE APPARATUSES
Chief Marc Bashoor, Public Safety Director, addressed a few comments and a photo opportunity was offered commemorating the arrival of new fire apparatuses.

3. BRIEF OVERVIEW AND COMMENTS BY PUBLIC SAFETY DIRECTOR MARC BASHOOR
Chairman Kirouac gave a brief overview to outline the reason for this special meeting and stated that over 20 years ago, the Highlands County Board of County Commissioners considered a report that found that their Fire Services needed work and that the age of the fire equipment exceeded FDA standards. Chairman Kirouac also stated that after a second study, the County Commission voted in 2018 to implement the Fire Assessment Program and that this meeting is in part the result of that assessment.

Chairman Kirouac stated that Chief Bashoor has been working hard to incentivize volunteerism, hiring new employees, and filling vacancies, and that while the COVID-19 pandemic and budgetary restrictions have hampered some of those efforts and goals, they are committed to moving forward in a positive direction to meet those needs. Chairman Kirouac also stated that the Commission is proud to support and fund these efforts as they look to continue providing the best Fire Rescue services for the citizens of Highlands County.

Chief Bashoor addressed the Board and the public and thanked Chairman Kirouac for his introduction and the Sebring International Raceway for hosting them today. Chief Bashoor stated that investments Chairman Kirouac addressed earlier represent over $2,000,000 in fire equipment, over $1,000,000 in EMS equipment, and more than 30 new employees, on top of the current employees and volunteers. Chief Bashoor also addressed the fire assessment study, and stated that the fire trucks, the mannequin at the rehab unit, the van, the Tahoe, and most importantly, the paid and volunteer people in uniform seen here today, truly represent the birth of the Highlands County Fire Rescue System.

Chief Bashoor recognized the previous and current administration for supporting the vision that he states is beginning to come to fruition. He thanked the community for their support and all the Fire/EMS providers for their patience. Chief Bashoor also recognized Deputy Chief Daniel Spillman for his diligence in the design process and for working through the procurement process, which he stated has been a true team effort.

4. COMMENTS BY COMMISSIONERS
No further comments.

5. ADJOURN
The meeting was adjourned at 12:35 p.m.

REGULAR MEETING OF THE BOARD, APRIL 23, 2021

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

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

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

2. INVOCATION

The meeting opened with a prayer led by Pastor Richard Storts, with the First United Methodist Church.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Larry Andrews, U.S. Army, with the Veterans Advisory Board.

4. ANNOUNCEMENTS

A moment of silence was observed due to the recent loss of Mr. Joey Barfield, Highlands County Road & Bridge Supervisor.

The 2020 Value Adjustment Board will be meeting for the Hearing of Petitions by Special Magistrate at 9:30 a.m., on Friday, April 23, 2021, in the Clerk's Government Conference Room, 590 S. Commerce Ave. (2nd Floor), Sebring, Florida.

Being that today is a ceremonious day for Highlands County, Mr. Vosburg announced today's schedule and stated that the goal is to recess the meeting at 10:40 a.m. Cake and punch will be served in the lobby for Highlands County's 100th Year Celebration and a flyover is scheduled to take place at 11:00 a.m. The meeting will then reconvene at 11:20 a.m.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, announced that copies of the Clerk's Popular Annual Financial Report – Fiscal Year Ended September 30, 2020, were available in the Boardroom and at the Highlands County Clerk's booth outside of the building should anyone wish to take a look at the County's financial situation.

Mr. Kaszubowski also reminded everyone that the National Day of Prayer will be observed on Thursday, May 6, 2021, at 11:00 a.m., on the Courthouse lawn, 430 S. Commerce Ave., Sebring, Florida.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing April 23, 2021, as "Highlands County Centennial Day" in honor of the 100th anniversary of the establishment of Highlands County, Florida.

Sandra S. Vázquez, Planner I, presented the request along with Mr. Joseph Gentili, Vice President of the Historic Preservation Commission, and Mr. Bill Pollard, Secretary of the Historic Preservation Commission. Mr. Gentili read the Proclamation into the record.

Commissioner Tuck made a motion and Commissioner Campbell seconded the motion, to approve the Proclamation as presented.

Randy Vosburg, County Administrator, announced that State Representative Kaylee Tuck will introduce a Ceremonial Resolution today in Tallahassee that imitates the Resolution that was just heard, and stated that it will be published in The Journal for today, April 23, 2021.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 99 & SMB 142 Page 61.***

B. Request approval of a Proclamation recognizing May 2021, as "Historic Preservation Month" in Highlands County, Florida.

Sandra S. Vázquez, Planner I, presented the request along with Mr. Joseph Gentili, Vice President of the Historic Preservation Commission, and Mr. Bill Pollard, Secretary of the Historic Preservation Commission. Mr. Pollard read the Proclamation into the record.

Commissioner Rapp made a motion and Commissioner Roberts seconded the motion, to approve the Proclamation as presented.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 100 & SMB 142 Page 62.***

C. Presentation by Mr. Scott Macbeth of a historical piece he created detailing the Postal History of Highlands County to be donated and displayed at the Sebring Historical Society.

Mr. Scott Macbeth stated that his grandfather came to Highlands County, Florida in 1923 and that today he is representing three (3) generations of Macbeths, including his brother, sister, daughter, and granddaughter.

Mr. Macbeth said he was going through belongings from his grandparents and stumbled upon an envelope commemorating the 100th Anniversary of the State of Florida, postmarked in 1945. He said that he thought it might be interesting to see what he could find in the towns of Highlands County and when he was documenting the postal history, he said he found a postcard mailed in 1937 to Lake Istokpoga. He stated that he felt lucky to have this postcard because the post office in Lake Istokpoga was closing to merge with Lorida.

Mr. Macbeth said that he would like to dedicate the display he has presented to the residents of Highlands County, and with doing so, has arranged with the Sebring Historical Society so they may display to the public at one of their facilities.

Chairman Kirouac thanked Mr. Macbeth for his presentation. ***See SMB 142 Page 63.***

D. COVID Update.

Randy Vosburg, County Administrator, provided a COVID-19 update, including information regarding testing, vaccination statistics, vaccination POD and COVID-19 funeral assistance.

Commissioner Roberts stated that he was very proud of the staff and all they have endured trying to be onsite to administer and coordinate with the State.

Chairman Kirouac thanked Mr. Vosburg for the update. ***See SMB 142 Page 64.***

7. PUBLIC COMMENT

Mr. Clint Mincus came before the Commission to question if the tire buyback program would take place this year and stated that it would be good to have it before the rainy season gets here. Mr. Vosburg stated that a tire buyback program is in the budget, but that due to several issues with the previous events, one has not been held for the last couple of years. Mr. Vosburg stated that if the Commission wished to pursue this event, the County Engineer could bring forward a presentation to the Board with a similar tire buyback event but tweaked for more effectiveness. The Commission concurred.

8. CONSENT AGENDA

Chairman Kirouac stated that items 8A and 8L will be removed from the consent agenda and brought back at a later date.

Commissioner Tuck made a motion and Commissioner Campbell seconded the motion, to approve the consent agenda as presented, with the removal of items 8A and 8L.

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

A. ~~**Request to accept the Sebring Airport Authority Annual Financial Statements and Auditor's Report for Fiscal Year Ending (FYE) September 30, 2020, into record.**~~ This item was postponed. *See SMB 142 Page 65.*

B. **Request approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit as cited in their second amended Holidays for 2021, to include the addition of the New Year's Eve holiday, and less the observances of the Rosh Hashanah and Yom Kippur holidays.** *See SMB 142 Page 66.*

C. **Request approval of the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for the Windy Point Park Fishing Tournament Facility Improvements.** *See Florida Fish & Wildlife Conservation Commission file.*

D. **Request to approve site dedication of Windy Point Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of the dedication and execution of the FWC Florida Boating Improvement Grant contract for Istokpoga Park Fishing Tournament Facility Improvements.** *See Florida Fish & Wildlife Conservation Commission file.*

E. **Request approval of two Agreements between Clarke Pest Control Services, Inc., and Highlands County Board of County Commissioners; and between TWQ, LLC and Highlands County Board of County Commissioners.** *See Clarke Pest Control Services, Inc. file and TWQ, LLC file.*

F. **Request to approve and award Request for Proposal (RFP) 20-024 Continuing Services Library for Category 6 Construction Engineering & Inspection Services (CEI) and approve Chair to execute agreements between Highlands County and seven (7) proposers.** *See AIM Engineering & Surveying Inc. file, CivilSurv Design Group Inc. file, Cool and Cobb Engineering Co. file., DRMP, Inc. file, Green Design Construction and Development LLC file, Johnson Engineering Inc. file, and SAM-Construction Services, LLC file.*

G. **Request to approve and execute the Real Property Purchase Agreement with Mr. Sherley, as Trustee of the Martha Sherley Family Trust, pertaining to the acquisition of real property from three (3) parcels for additional Goff Rd Right-Of-Way.** *See County Deed file.*

H. **Request approval of Budget Amendment 20-21-072 adding excess funds to Project 20050 from Shop Oil Room Roof Repair.** *See SMB 142 Page 67.*

I. **Request approval of Budget Amendment 20-20-073 and corresponding Resolution to bring fund balance forward for the Set-a-Side Funds for Capital Outlay.** *See Res. Book 31 Page 101 (Resolution No. 20-21-89) & SMB 142 Page 68.*

J. **Request acceptance of Residential Substance Abuse Treatment (RSAT) Program grant award and approval of Budget Amendment 20-21-074 and corresponding Resolution.** *See Res. Book 31 Page 102 (Resolution No. 20-21-90) & Sheriff's Office file.*

K. **Request approval of Budget Amendment 20-21-075 to realign funds between accounts in accordance with Governmental Accounting Standards.** *See SMB 142 Page 69.*

L. **~~Request to approve Budget Amendment 20-21-076 to appropriate funds in the amount of $36,000 to the Istokpoga Park Facility Improvements, Project Number 20052, to expand boat trailer parking at the Istokpoga Park.~~** This item was postponed. *See SMB 142 Page 70.*

M. **A Resolution of the Highlands County Board of County Commissioners Pertaining to the Natural Resources Advisory Commission; Providing for Legislative Findings and Intent; Providing for an amendment to Resolution No. 14-15-89, Section 5A; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.** *See Res. Book 31 Page 103 (Resolution No. 20-21-86) & SMB 142 Page 71.*

N. **Letter of support for proposed traffic signal to be located at US-27 and Sun Pure Road, Avon Park, Florida.** *See SMB 142 Page 72.*

9. PUBLIC HEARING

No public hearings presented.

10. ACTION AGENDA

Commissioner Rapp made a motion and Commissioner Roberts seconded the motion, to set the action agenda as presented.

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

A. Request to approve the federal funding plan by Merchant McIntyre Associates to help Highlands County secure federal grant funding.

Liz Barber, Legislative Affairs & Grants Coordinator, presented the request and addressed comments and concerns raised by the Commission. Chairman Kirouac thanked Ms. Barber for her presentation.

Commissioner Tuck made a motion and Commissioner Campbell seconded the motion, to move to approve the federal funding plan to help Highlands County secure federal grant funding, as prepared by Merchant McIntyre Associates.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 142 Page 73.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.
Matt Raulerson, Assistant County Attorney, presented the updated County Attorney's status report. ***See SMB 142 Page 74.***

B. Request for direction on the Tourism Development Council Lead Consultant/Tourism Development Manager position.
Leah Sauls, Development Services Director, presented this request. Chairman Kirouac thanked Ms. Sauls for her presentation.

Commissioner Tuck questioned if the Board could still decide to go a different route after this goes out for bid. Mr. Vosburg stated that the current contract cannot be extended any further so a bid must be put out and the Board can then decide to go that route or bring it in-house.

Commissioner Campbell stated that he serves on the Tourist Development Council and he feels the current setup they have is working well for the county.

Mr. Vosburg stated that a cost analysis was completed and found a cost savings on the current contract versus when the position was staffed in-house. Ms. Sauls concurred and stated that when the position was staffed in-house, the salary plus benefits was $95,278 per year, and that the salary plus travel reimbursement for the current contract is $78,000 per year.

Commissioner Roberts questioned if this does go out for bid now would this be effective October 1, 2021. Mr. Vosburg stated that they would have to have something in place by October 1, 2021, because the current contract expires at the end of September 2021. Commissioner Roberts stated that since they cannot renew the current consultant's contract, he would like to comment that Ms. Casey Hartt seems to be doing an excellent job and when he heard her present here recently he was impressed with all the groups she had been in contact with and the activities in this community as it relates to tourism. ***See SMB 142 Page 75.***

C. The Future of The Sebring Public Library.
Ingra Gardner, Director of Community Programs; Vikki Brown, Highlands Library System Manager; Ric Fleeger, Superintendent of Parks and Facilities; and Sarah Albritton, Capital Projects Manager, gave a brief presentation on the future of the Sebring Public Library, including results from a library patron survey that was conducted, library branch needs, and consideration of converting a nonlibrary building into a public library.

Chairman Kirouac thanked the presenters for their presentation and opened the floor to the public. Public input was provided by George Hensley, Linda Kalerick, Bobby Lee, Joshua Klatt, Barbara Conklin, Howie Coach, Ruth Handley, and Clifford Rhoades.

Ms. Gardner and Chairman Kirouac responded to concerns addressed by Mr. Hensley.

Chairman Kirouac thanked the public for their input and announced that the scheduled flyover for the centennial celebration has been canceled and that the meeting will continue without a recess. After the meeting adjourns, everyone may go out to the lobby for cake and punch as previously mentioned.

Mr. Vosburg addressed the letter of proposal from the Sebring Community Redevelopment Agency (CRA) submitted for the Board's consideration today. He stated that the CRA recently voted to offer Highlands County the property located at 228 N. Ridgewood Drive, also known as the horseshoe building, in exchange for the current location of the Sebring Public Library. In addition, he stated that the CRA has agreed to provide 50% of the renovation costs, up to $600,000, to redevelop the property into a new library location. Mr. Vosburg also stated that the CRA shared that this property is an integral part of their Downtown Waterfront Redevelopment Project, not only for appeal, but also to address the retention of water runoff from the Downtown Circle. As noted in the letter of proposal, Mr. Vosburg stated that the CRA would like to have an answer by May 5, 2021.

The Commission expressed their concerns in detail.

Input was provided by David Leidel, Chairman of the Sebring CRA, who stated that the proposed building (228 N Ridgewood Drive) is the entire block, but said they would have to have a conversation with the City of Sebring for a portion of the very rear part of the parking lot for the fire department to have access to, as they use that area to perform maintenance on their firetrucks. The Commission thanked Mr. Leidel for his input.

Commissioner Roberts made a motion and Commissioner Tuck seconded the motion, to keep the (Sebring) library present right where it is and to put a new roof on it.

Upon roll call, all Commissioners voted aye, except for Commissioner Kirouac who voted nay. The motion carried.

Chairman Kirouac passed the gavel to the Vice Chairman, Commissioner Rapp, and made a motion to authorize the County Administrator and County Attorney to coordinate with the (Sebring) CRA and draft a letter of intent related to the exchange of the county library property with the CRA's property at 228 N. Ridgewood Drive. The letter of intent would include, but not limited to, the cost share terms, a feasibility study, a structural engineering review and a cost estimate study. The motion died for lack of a second. ***See SMB 142 Page 76.***

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

Randy Vosburg, County Administrator, presented the updated Commissioner's Priorities and Project Status Report. ***See SMB 142 Page 77.***

Mr. Vosburg stated that they currently have a fire at the landfill, which has been difficult to suppress and has halted the use of the hill for residential garbage. Due to this impact, staff has reached out to neighboring counties for the use of their landfill considering the charge to have the hauler take the garbage there. Mr. Vosburg stated that staff received great feedback from Okeechobee and it's a possibility that some of the garbage will be hauled to the Okeechobee Landfill. Mr. Vosburg also stated that the County's fire crew is out there working alongside landfill staff and hopes everyone stays safe as they work towards a solution.

Mr. Vosburg addressed the current septage issue and stated that the City of Avon Park has notified staff that they are having an issue with their processing equipment and will have to shut down the facility for at least a day. Mr. Vosburg stated that other resources are available in Polk County and the surrounding counties to which companies can haul their septic waste.

E. Update on Stimulus funding.
Liz Barber, Legislative Affairs & Grants Coordinator, presented a brief update on the stimulus funding and stated that the American Rescue Plan was signed into law on March 11, 2021, and shared that the county will be provided approximately $20,000,000–$21,000,000, but they will not know the exact number until it arrives, which will be deposited in two increments. She stated that these funds will be provided to help make the county whole and to help the county fill in the blanks where a deficit has been seen as a result of COVID-19. Ms. Barber stated that at this point they are still waiting for guidance from the US Treasury on exactly how the funds may be spent so that they are able to create a utilization plan.

Commissioner Tuck questioned if there was a time limit to use these funds and stated that she hopes to be able to use the funds to help reduce the millage. Ms. Barber stated that the counties have until December 31, 2023 to use the funds on planned projects, and the language was very specific that the state cannot use the funds to help reduce taxes for taxpayers, but that there has been some discussion about whether or not local governments can use it to reduce their millage.

Mr. Vosburg stated that they are hoping that the guidance is broad where they can use the funds for a wide array of capital needs, for example the Highlands County Jail. He stated that they have had discussions with the Sheriff’s Office and took a took a tour over at the jail, where needs were identified.

Chairman Kirouac thanked Ms. Barber for her presentation. ***See SMB 142 Page 78.***

12. COMMISSIONERS:
Commissioner Campbell stated that to be part of the 100th Anniversary (establishment of Highlands County) and to see that Governor Cary Hardee signed the act into law felt personal to him, because he had been a friend of the Hardee family while growing up.

Commissioner Tuck commented on the Heritage Festival that she attended and stated that it was very nice and that she appreciates everyone who worked on putting the event together.

Commissioner Roberts stated that he would like to further explore the idea of building a ballpark in the unincorporated area of Avon Park in the near future and that perhaps staff could be on the lookout for available land.

Commissioner Rapp stated that the Heritage Festival was wonderful and said that it was a privilege of hers to be a docent. She stated that our county showed what they can do when they come together and congratulated everyone who had a part in planning the festival.

13. INFORMATIONAL
A. Board payables from April 07, 2021 through April 23, 2021.
See Check Report file.

14. ADJOURN
Commissioner Tuck made a motion and Commissioner Campbell seconded the motion, to adjourn the Regular Meeting of the Board.

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

The meeting was adjourned at 11:40 a.m.

REGULAR MEETING OF THE BOARD, MAY 04, 2021

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

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

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

2. INVOCATION

The meeting opened with a prayer led by Pastor Todd Patterson, with Bible Fellowship Church, Sebring, FL.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jim Burhans, U.S. Army, Veterans Advisory Board.

4. ANNOUNCEMENTS

The Veterans Advisory Board will meet at 3:30 p.m., on May 6, 2021, at the Veteran Services Office Conference Room, 7209 S. George Blvd., Sebring, FL.

The Veteran Services Office in partnership with Congressman Greg Steube's office will host a Veteran Discussion at 10:00 a.m., on Tuesday, May 11, 2021, at the Veteran Service Office, 7209 S. George Blvd., Sebring, FL.

The Highlands County Planning & Zoning Commission and the Local Planning Agency and the Zoning Board of Adjustment will meet on May 11, 2021, at 3:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Health Facilities Authority will meet at 12 p.m. on Wednesday, May 12, 2021, at the Sebring City Council Chambers, City Hall, 368 S. Commerce Ave., Sebring, FL.

The Highlands County Code Enforcement and Pamela T. Karlson, Special Magistrate, will meet at 1:30 p.m., on Thursday, May 13, 2021, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Historic Preservation Commission will meet on Thursday, May 13, 2021, at 2:30 p.m., in the Development Services Conference Room, 505 S. Commerce Ave., Sebring, FL.

The Value Adjustment Board will meet on Monday, May 17, 2021, at 9:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, reminded everyone that the National Day of Prayer event will take place at 11:00 a.m., on Thursday, May 6, 2021, at the courthouse lawn. Mr. Kaszubowski stated that this year's theme will be *Love, Life, and Liberty.*

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing May 6, 2021 as “Law Day”.

April Rolle, Chief Legal Officer for Heartland for Children, and Chair for the Highlands County Bar Association Law Day Committee, presented the request and read the Proclamation into the record.

Commissioner Roberts moved adoption of the 2021 Law Day Proclamation. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 104 & SMB 142 Page 79.***

B. Request approval of a Proclamation recognizing May 16-22, 2021 as “Water Reuse Week” in Highlands County, Florida.

Elizabeth “Libby” Pigman, with the South Florida Water Management District, presented the request and read the Proclamation into the record.

Commissioner Rapp moved approval of the Proclamation recognizing May 16-22, 2021 as “Water Reuse Week” in Highlands County, Florida. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 105 & SMB 142 Page 80.***

C. Request approval of a Proclamation recognizing May 7, 2021 as Child Care Provider Appreciation Day.

Chairman Kirouac presented the request and read the Proclamation into the record.

Commissioner Tuck moved approval of the Proclamation recognizing May 7, 2021 as Child Care Provider Appreciation Day. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 106 & SMB 142 Page 81.***

D. Request approval of a Proclamation in recognition of National OJ Day in Highlands County.

Ray Royce, Highlands County Citrus Growers Association Executive Director, presented the request and read the Proclamation into the record.

Commissioner Campbell moved approval of the Proclamation in recognition of National OJ Day in Highlands County. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 107 & SMB 142 Page 82.***

E. New Fire Assessment Study and recommendations.

Chief Marc Bashoor, Public Safety Director, presented the Highlands County Fire Rescue fire assessment re-study update and recommendations, and addressed in detail concerns raised by the Commission.

Randy Vosburg, County Administrator, stated that staff is looking for direction from the Board regarding the cap, whether it be to do away with it or adjust it. The Commission concurred to have staff start the process of removing the 7% residential cap and leave the 7% increase plugged in for the next fiscal year.

In regards to the assessment increase for FY 22/23, Mr. Vosburg stated that staff will coordinate with the Chairman to schedule a workshop at the appropriate time for further direction.

The Commission thanked Chief Bashoor for the presentation. ***See SMB 142 Page 83.***

F. Presentation of the Interim Financial Report of Key Operating Performance Measures as of March 31, 2021.

Jackie Gabrus, Clerk's Accounting Manager, presented the Interim Financial Report of Key Operating Performance Measures as of March 31, 2021.

The Commission thanked Ms. Gabrus for the presentation. ***See SMB 142 Page 84.***

7. PUBLIC COMMENT

Mr. Daniel Ciorrocco and Mr. Ellery Uribe came before the Commission to express their support towards the Highlands County Fire Services fire assessment.

8. CONSENT AGENDA

Randy Vosburg, County Administrator, addressed a revision to item 8K, noting that *training captain* should have been listed as *prevention captain.*

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

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

A. Request approval to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ended March 31, 2021. *See SMB 142 Page 85.*

B. A Resolution of the Highlands County Board of County Commissioners Pertaining to the Sale, Purchase and Exchange of Real Property Interests; Providing for Legislative Findings and Intent; Providing for the County Administrator to Accept and Sell Property Interest and Execute Agreements; 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. *See Res. Book 31 Page 108 (Res. No. 20-21-88) & SMB 142 Page 86.*

C. Request approval of the Amendment to the Contract for ITB 20-031 between Excavation Point Inc. and Highlands County for Asphalt Milling. *See Excavation Point, Inc. file.*

D. Request to approve Budget Amendment 20-21-076 and Resolution to appropriate funds in the amount of $36,000 to Project 19044 Fishing Tournament Facility Improvements, to expand boat trailer parking at the Istokpoga Park. *See Res. Book 31 Page 109 (Res. No. 20-21-91) & SMB 142 Page 87.*

E. Request approval of Budget Amendment 20-21-077 for 1st quarter reemployment charges. *See SMB 142 Page 88.*

F. **Request approval for Budget Amendment 20-21-078 and associated Resolution to appropriate revenue from program income.** *See Res. Book 31 Page 110 (Res. No. 20-21-92) & SMB 142 Page 89.*

G. **Request approval of Budget Amendment 20-21-079 to move the unused adopted budget for the EMS part-time Clerical Assistant I position to the part-time Records Clerk position in the PIO department.** *See SMB 142 Page 90.*

H. **Request approval of Budget Amendment 20-21-080 to appropriate funds to purchase three (3) trucks.** *See SMB 142 Page 91.*

I. **Request approval for Budget Amendment 20-21-081 and associated Resolution for Projects 20048 and 20049.** *See Res. Book 31 Page 111 (Res. No. 20-21-93) & SMB 142 Page 92.*

J. **Requesting to reinstate three defunded Firefighter Paramedic positions to serve as "Floats" to assist with overtime and prevent employee burnout.** *See SMB 142 Page 93.*

K. **Request approval to delete the ~~Training~~ Prevention Captain (Firefighter Paramedic) 40-hour position and replace with the Community Risk Reduction Official position.** *See SMB 142 Page 94.*

9. PUBLIC HEARING:

~~**A. A Resolution of the Highlands County Board of County Commissioners Pertaining to the Disclaimer of any Right or Interest in and to Certain Specified Real Property; Providing for Legislative Findings and Intent; Providing for Disclaimer of Real Property Interest; Providing for the Implementation of Administrative Actions; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.**~~

This item was inadvertently listed as a public hearing and was moved to the action agenda.

10. ACTION AGENDA

Chairman Kirouac stated that the Resolution listed above will be placed under the action agenda as item 10B.

Commissioner Campbell moved approval to set the action agenda as amended. Commissioner Tuck seconded the motion.

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

A. **Request approval of the Insurance Committee's recommendation for Plan Structure changes for the 2021/2022 Plan Year.**

Athena Erchard, with the Ghering Group, presented the Insurance Committee's recommended changes for the 2021/2022 Plan Year, and stated that the Insurance Committee has recommended to remove the 4th Quarter Carryover, and to keep a third option plan, changing the base plan to a qualified high deductible health plan with a health savings account. Ms. Erchard stated that the recommended changes would help reduce the plan deficit by $493,986.00. Shawn Fleming, also with the Ghering Group, helped address concerns raised by the Commission. Randy Vosburg, County Administrator, explained how the County health insurance works and how it is funded.

Break: 11:18 a.m. to 11:23 a.m.

The Commission expressed their concerns in great detail. Mr. Vosburg and Ms. Erchard addressed questions and concerns.

Chairman Kirouac opened the floor to the public. Input was received from Alexis Cooper.

Commissioner Campbell moved approval of the Insurance Committee's recommendation as presented. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 142 Page 95.***

B. A Resolution of the Highlands County Board of County Commissioners Pertaining to the Disclaimer of any Right or Interest in and to Certain Specified Real Property; Providing for Legislative Findings and Intent; Providing for Disclaimer of Real Property Interest; Providing for the Implementation of Administrative Actions; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Sherry Sutphen, County Attorney, presented the request and stated that the clause within the Resolution that notes that a public hearing was conducted would be revised to say that the matter was heard.

Commissioner Tuck moved approval of the Resolution of the Highlands County Board of County Commissioners pertaining to the disclaimer of any right or interest in and to certain specified real property; providing for legislative findings and intent; providing for disclaimer of real property interest; providing for the implementation of administrative actions; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 112 (Res. No. 20-21-87) & SMB 142 Page 96.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, presented the updated County Attorney Status Report. ***See SMB 142 Page 97.***

Ms. Sutphen addressed Florida Executive Order No. 20-21-102 that was signed by the Governor yesterday and stated that the order removes mandated restrictions and allows individuals and businesses to make their own decisions on how they move forward with respect to the COVID-19 pandemic. Ms. Sutphen also stated that the emergency order (Executive Order 20-52) however, is still in effect and was recently extended.

Ms. Sutphen informed the Commission that an employment claim has been filed against the County.

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

Randy Vosburg, County Administrator presented the updated Commissioner's Priorities and Project Status Report. ***See SMB 142 Page 98.***

Mr. Vosburg provided a brief COVID-19 update.

C. 2nd Quarter Analysis of Revenues and Expenditures.

David Nitz, OMB Manager, presented the 2nd Quarter Analysis of Revenues and Expenditures report. The Commission thanked Mr. Nitz for the presentation. ***See SMB 142 Page 99.***

D. Request for confirmation of the employment of Ashley H.K. Gill as the Highlands County UF IFAS Extension Director.

Randy Vosburg, County Administrator, presented the request to confirm the employment of Ms. Ashley H.K. Gill as the Highlands County UF IFAS Extension Director. Ms. Gill addressed the Board and thanked them for this opportunity.

Commissioner Tuck moved to confirm Ashley H.K. Gill as the Highlands County UF IFAS Extension Director, pursuant to Section 125.74(k), Florida Statutes. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 142 Page 100.***

12. COMMISSIONERS:

Commissioner Campbell stated that making a decision regarding the health insurance was not easy and that if a decision was not made, those costs continue to go up.

Commissioner Roberts questioned the status of the septage waste facility in Avon Park. Mr. Vosburg stated that there is a 16-week backorder on the part that is needed, and the facility is looking into getting a makeshift part in the interim and possibly begin to operate on a very limited basis.

Commissioner Rapp asked that Meghan DiGiacomo, Busines & Economic Development Executive Manager, come forward to comment on the Community Planning Technical Assistance Grant. Ms. DiGiacomo stated that the Florida Department of Economic Opportunity is currently accepting proposals for this grant, which provides the opportunity for local communities to address planning opportunities and will be presented to the Board at the next meeting.

Chairman Kirouac stated that the septage waste issue is on the Commission's priority list and will continue to dig much deeper into it. Mr. Vosburg stated that the County Engineer will provide a presentation at the next Board meeting.

13. INFORMATIONAL

A. Board payables from May 4, 2021 through May 17, 2021.

See Check Report file.

14. ADJOURN

Commissioner Tuck made a motion and Commissioner Rapp seconded the motion, to adjourn the Regular Meeting of the Board.

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

The meeting was adjourned at 12:30 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: JUNE 1, 2021

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

SUBJECT/TITLE: **Request to waive the Landfill Tipping Fees for the Annual Caladium Festival and Annual Bike and Car Show.**

STATEMENT OF ISSUE

The Greater Lake Placid Chamber of Commerce is requesting that the board waive the landfill tipping fees for waste collected from the Annual Caladium Festival and Annual Bike and Car Show, which is scheduled for July 23, 24 and 25, 2021. The waste will be hauled to the landfill on the Monday following the event.

RECOMMENDED ACTION

Move to approve waiving the Landfill tipping fee for The Greater Lake Placid Chamber of Commerce's Annual Caladium Festival and Annual Bike and Car Show.

FISCAL IMPACT

Landfill staff estimates that The Greater Lake Placid Chamber of Commerce's Annual Caladium Festival and Annual Bike and Car Show will haul an estimated three (4) tons of Class 1 waste at a cost of $45.00 per ton for a total of $180.00 to be waived. The figures are based upon The Greater Lake Placid Chamber of Commerce's estimate of two (2) roll off bins for this event.

Attachments: 4-20-21 LP ltr req to waive tipping fees for caladium fest..pdf
Table of Waived Tipping fees.pdf

The Greater Lake Placid Chamber of Commerce

"Building a Future that reflects our past"

April 20, 2021

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

Dear Mr. Vosburg,

We are planning for the 30th Annual Caladium Festival and 24th Annual Car & Bike Show which will take place July 23 – 25, 2021. We are respectfully requesting the tipping fees be waived. As always, we appreciate your support. Should you require additional information, please do not hesitate to contact me.

Best regards,

Jennifer M Bush

Jennifer M. Bush
Executive Director

Cc: Phil Williams, Lake Placid Town Administrator

Greater Lake Placid Chamber of Commerce
18 N. Oak Ave. Lake Placid, Florida 33852-9546
Phone 863-465-4331
Web Site: www.visitlakeplacidflorida.com • Email: information@lpfla.com

HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED CALADIUM FESTIVAL						
Transation Number	**Date**	**MT**	**Tons**	**Cost Per Ton if Charged**	**Total Fees Waived**	**Note**
2011						
1403554	8/30/2011	199	0.08	$ 45.00	$ 10.00	Board waived fees - Caladium Festival - jlw
1403560	8/30/2011	199	0.96	$ 45.00	$ 43.20	caladium
			1.04		**$ 53.20**	
2012						
1425067	8/29/2012	199	0.12	$ 45.00	$ 10.00	Caladium Festival - Choice hauled can - jlw
1425072	8/29/2012	199	1.20	$ 45.00	$ 54.00	Caladium Festival - Choice hauled Can - jlw
			1.32		**$ 64.00**	
2013						
1444182	7/30/2013	200	**0.31**	$ 45.00	**$ 13.91**	Board waived fees - Caladium Festival - mlc
1444154	7/30/2013	200	**0.98**	$ 45.00	**$ 44.10**	Board waived fees - Caladium Festival - mlc
			1.29		**$ 58.01**	
2014						
1465173	7/28/2014	2002	**0.55**	$ 45.00	**$ 24.75**	Board waived fees - Caladium Festival - mlc
1465136	7/29/2014	2002	**0.72**	$ 45.00	**$ 32.40**	Board waived fees - Caladium Festival - mlc
			1.27		**$ 57.15**	
2015						
1486009	7/29/2015	2002	**1.16**	$ 45.00	**$ 52.20**	Board Wavied Fees for the Caladium Festival - mc
2016						
1511785	8/5/2016	2002	**0.46**	$ 45.00	$ 20.70	Board Wavied Fees for the Caladium Festival - mc
1511804	8/5/2016	2002	**0.66**	$ 45.00	$ 29.70	Board Wavied Fees for the Caladium Festival - mc
			1.12		**$ 50.40**	
2017						
1538770	8/5/2017	2002	**1.31**	$ 45.00	**$ 58.95**	Board Wavied Fees for the Caladium Festival - mc
2018						*** Town of Lake Placid paid the disposal fee for the waste generated from the Caladium Festival. The Chamber of Commerce did not communicate with the Town of Lake Placid to let them know that the fees were waived.
1578084	7/30/2018	100	**3.17**	$ 45.00	$ -	
	Town of Lake Placid Paid $142.65					

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 1, 2021**

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

SUBJECT/TITLE: **Request approval of the Mobile Home Occupancy License Agreement for the Highlands County Shell Pit Employee.**

STATEMENT OF ISSUE

This Occupancy Agreement is standard for the Highlands County employee who manages the Shell Pit located in Charlotte County. An Agreement for occupancy is necessary for the employee (referred to as Caretaker) who resides on the property as part of the job requirements. A mobile home, owned by Highlands County, is present for the benefit of said Caretaker who must provide maintenance to the site, manage the equipment and pumps, and act as the primary contact for emergencies or after-hour operations.

RECOMMENDED ACTION

Move to approve the Mobile Home Occupancy License Agreement for the Highlands County Shell Pit Employee.

FISCAL IMPACT

No Fiscal Impact.

Attachments: DOC002.pdf

Highlands County Shell Pit Employee
Mobile Home Occupancy License Agreement

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this _____ day of ____________, 2021, by and between Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue Sebring, Florida 33875 (hereinafter referred to as "OWNER"), and Bo Michael Farmer, whose address is 106 Comanche St NW, Lake Placid, FL (hereinafter referred to as "CARETAKER").

WITNESSETH:

WHEREAS, OWNER is the owner of a 2012 Imperial LTD Mobile Home (Model # 4448B and Serial # 30804 A & B) being, lying, and situated in Charlotte County, Florida, at the street address of 3750 State Road 31, Punta Gorda, Florida 33982 (hereinafter referred to as the "Mobile Home"); and

WHEREAS, the Mobile Home is located on real property owned by OWNER known as the Highlands County Shell Pit (hereinafter referred to as the "Shell Pit"); and

WHEREAS, OWNER wishes to have CARETAKER occupy the Mobile Home upon terms and conditions contained herein; and

WHEREAS, CARETAKER desires to occupy the Mobile Home on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, OWNER and CARETAKER hereby agree as follows:

1. **GRANT OF LICENSE:** OWNER hereby grants CARETAKER a license to occupy the Mobile Home until such time as OWNER terminates that license. As a condition of that license, CARETAKER is required to remain continuously employed by OWNER in a position that reports for work at the Shell Pit. If separation of employment occurs or CARETAKER is no longer employed in a position that reports for work at the Shell Pit, CARETAKER shall vacate the Mobile Home, vacate the Shell Pit, and re-enter the Shell Pit only if and to the extent authorized in writing, by the Highlands County Road and Bridge Director (hereinafter referred to as the "Director").
2. **UTILITIES:** CARETAKER agrees to contract and pay all mobile home utilities based upon occupancy of the Mobile Home. OWNER installed a 900 gallon underground septic tank and 500 Sq. Ft. drain field (Per City of Punta Gorda permit) that CARETAKER is responsible to maintain.
3. **TELEPHONE:** The OWNER will install and pay the cost of a basic landline telephone service for the Mobile Home. Basic service does not include long distance service or special services.
4. **OCCUPANTS:** CARETAKER and CARETAKER's spouse and children may occupy the Mobile Home pursuant to this Agreement. No other person may occupy the Mobile Home for more than fourteen (14) calendar days in any calendar year

unless the express written consent of the Director is obtained in advance. Guests staying more than fourteen (14) calendar days in any calendar year without written consent of the Director shall be considered breach of this Agreement.

5. **USES PROHIBITED:** CARETAKER shall not use or permit any part of OWNER's property to be used for anything other than residential purposes for CARETAKER and his immediate family. In addition, CARETAKER shall not engage in hunting activities, cut down, or otherwise disturb trees or vegetation, other than normal maintenance, or alter, damage or remove any structures or fencing located in or around. CARETAKER acknowledges that OWNER may impose additional prohibitions by sending CARETAKER written notice in accordance with the requirements set forth in Section 14 hereof.

6. **WASTE AND NUISANCE PROHIBITED.** During the term of this Agreement, CARETAKER shall not commit or suffer to be committed any waste or nuisance on OWNER property.

7. **INDEMNIFICATION:** CARETAKER agrees to indemnify and defend OWNER from and against any and all losses or damages that OWNER may sustain by reason of damage to property or injury to or death of any person, or for any losses or damages sustained by OWNER from false arrest, false imprisonment, malicious prosecution, libel or slander, or assault and battery or any similar type of offense caused by the negligence of CARETAKER while engaged in the services arising out of and within the scope of the performance of this Agreement. In addition, OWNER shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by CARETAKER or by any person who may at any time be using, occupying or visiting CARETAKER's home and/or space provided to CARETAKER by OWNER, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of CARETAKER or of any occupant, visitor or user of any portion of the subject property, or shall result from or be caused by any other matter or thing. CARETAKER agrees to indemnify and defend OWNER against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

8. **PETS:** No animal, fowl, fish, reptile, or pet of any kind shall be allowed or kept inside the Mobile Home or elsewhere on the Shell Pit by CARETAKER or CARETAKER's family or guests without prior written authorization by the Owner.

9. **ALTERATIONS:** CARETAKER shall not: paint; wallpaper; alter or redecorate; change or install locks, screws or fastening devices, large nails, or adhesive materials; or place signs, displays, or other exhibits, on or in any portion of the Mobile Home or Shell Pit without the written consent of the Director.

10. **FURNISHINGS:** The following furnishings and equipment will be provided by OWNER: Refrigerator/freezer, range, ceiling fans, central air and heating unit, hot water heater, window blinds, underground septic tank and drain field, outside water tank and well for non-potable water, and water softening system for potable water in the Mobile Home.

11. **CONDITION OF PREMISES:** CARETAKER acknowledges that CARETAKER has examined the Mobile Home and that the Mobile Home and all furnishings, plumbing, heating, air conditioner, electrical facilities, septic and drain field facilities, non-potable and potable water facilities, and all other items provided by OWNER are all clean and in good satisfactory working condition.

CARETAKER agrees to keep the Mobile Home and utilities and furnishings in good order and good condition, subject only to normal, reasonable wear.

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

OWNER:
Highlands County, a political subdivision of the State of Florida
600 South Commerce Avenue
Sebring, FL 33870

CARETAKER:
Name: Bo Farmer
Address: 106 Comanche St NW
Lake Placid FL 33852

13. **PROPERTY MAINTENANCE:** CARETAKER shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles provided by OWNER and shall cooperate in keeping the garbage area neat and clean. CARETAKER shall keep the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. CARETAKER shall pay for cleaning out any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stoppage of waste pipes or overflow from bathtubs, wash basins, or sinks. CARETAKER shall be responsible for lawn maintenance with a mower and hand tools provided by OWNER. CARETAKER shall maintain lawn equipment at OWNER's expense, approved, in writing, in advance by Director.

14. **INSURANCE:** CARETAKER shall, at all times during the term of this Agreement and at CARETAKER's sole expense, maintain in effect throughout the term of this Agreement General Liability insurance within minimum liability limit of $100,000.00, which names OWNER as an additional insured. A certificate of insurance verifying the above coverage shall be provided to OWNER prior to CARETAKER inhabiting said home, and annually thereafter. Certificates shall be delivered to the individual named in Section 12 hereof. Failure to comply with insurance requirements may result in termination of this Agreement.

15. **ATTORNEY'S FEES.** Should any legal action be brought by either party to this arising from this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

16. **APPLICABLE LAW, VENUE AND JURY TRIAL WAIVER.** 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.

17. **ENTIRE AGREEMENT.** This Agreement, including referenced exhibits and attachments hereto, constitutes the entire Agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior

Agreements or understandings shall have no force or effect whatever on this Agreement.

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

19. **TERM.** The term of this Agreement shall extend for three (3) years from the date of execution by the Board of County Commissioners of Highlands County.

20. **TERMINATION.** This Agreement may be terminated by either party, given thirty (30) days written notice, in accordance with Section 12 hereof.

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

22. **RIGHT OF ENTRY AND INSPECTION:** OWNER will inspect Mobile Home and surrounding area at least two times per calendar year. OWNER may enter, inspect, and/or repair the Mobile Home at any time in case of emergency or suspected abandonment.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

OWNER
HIGHLANDS COUNTY, a political subdivision of the State of Florida
By Its Board of County Commissioners

By: ______________________
Scott A. Kirouac, Chairman

ATTEST:

____
Jerome Kaszubowski, Clerk of the Court

WITNESSES:

____
Print Name: Laura Strickland

____
Print Name: ELAINE L WOOD

CARETAKER

By: Bo Farmer
Print Name: Bo Farmer

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 1, 2021**

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

SUBJECT/TITLE: **A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Natural Resources Advisory Commission; Providing for Legislative Intent; Providing for Repeal of Resolution 10-21-86; Providing for an Amendment to Resolution No. 14-15-89, Section 1 and Section 5A' 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.**

STATEMENT OF ISSUE

The Natural Resources Advisory Commission would like to have not more than three voting members residing outside Highlands County and to be able to meet once per quarter, per year at a chosen date and time.

RECOMMENDED ACTION

Move to approve the Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Natural Resources Advisory Commission; Providing for Legislative Intent; Providing for Repeal of Resolution 10-21-86; Providing for an Amendment to Resolution No. 14-15-89, Section 1 and Section 5A' Providing for the Implementation of Administrative Actions' Providing a Savings Clause' Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

There is no fiscal impact

Attachments: Resolution - NRAC Resolution.pdf

RESOLUTION NO. 20-21-98

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE NATURAL RESOURCES ADVISORY COMMISSION; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR REPEAL OF RESOLUTION 20-21-86; PROVIDING FOR AN AMENDMENT TO RESOLUTION NO. 14-15-89, SECTION 1 AND SECTION 5A; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Highlands County established the Natural Resources Advisory Commission (hereinafter referred to as "NRAC") on February 5, 1991; and

WHEREAS, on August 18, 2015, the County adopted Resolution No. 14-15-89 which set forth protocols for the composition, nomination, appointment, rotation, election, meetings, mission and authorities of the NRAC; and

WHEREAS, from time to time it may be necessary for the County to amend the protocols for the NRAC; and

WHEREAS, the County has determined that it is in the best interest of the NRAC to amend the Composition and meeting schedule for the NRAC.

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

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

SECTION 2. Repeal of Prior Resolution. Resolution No. 20-21-86 is hereby repealed in their entirety.

SECTION 3. Amendment to Resolution No. 14-15-89, Section One. Section 1: Composition of NRAC, is hereby amended as follows:

NRAC shall be comprised of not less than nine voting members from categories A, B, and C and not more than eleven voting members, including those nine, not more than three may reside outside of Highlands County and who are appointed by the Board. Appointment to and voting status on NRAC shall be according to the following categories of representation:

A. Environmental Representatives – Three voting members representing occupations or sufficient educational credentials related to environmental professions which may include but are not limited to environmental sciences, environmental consultancy, natural area land management, environmental research or education, and environmental conservation/protection organizations or agencies;

B. Agricultural Representatives – Three voting members representing agricultural occupations, or sufficient educational credentials related thereto, which may include but are not limited to commercial farm, forestry, or fishery activities, agri-business, agri-sciences, or agricultural research or education.

C. Professional Representatives – Three voting members representing occupations or sufficient educational credentials, particularly specializations within professions that have a bearing on regional environmental issues, which may include but are not limited to banking and finance, land planning and surveying, law, engineering, education, surveying, development and real estate, as well as those with professional experience of relevant subjects such as geology, hydrology, or geography.

D. At-Large Representatives - Two voting members who are knowledgeable about natural resources in Highlands County. At Large Representatives to hold one year terms to provide expertise on specific natural resource issues.

SECTION 5. Amendment to Resolution No. 14-15-89, Section 5A. Section 5, Meetings, Notices, Quorums, and Voting Protocols is hereby amended as follows, with all other provisions contained in Resolution No. 14-15-89 remaining unchanged:

SECTION 5. MEETINGS, NOTICES, QUORUMS, AND VOTING PROTOCOLS

A. NRAC should meet at least once per quarter, per year at a chosen date and time.

SECTION 6. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 7. Savings Clause. All prior actions of Highlands County pertaining to the adoption of a prompt payment policy, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 8. 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 9. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. 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 11. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of June, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: ________________________________
Scott A. Kirouac, Chairman

ATTEST:

____
Jerome Kaszubowski
Highlands County Clerk of Court

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Sherry Sutphen, County Attorney**

SUBJECT/TITLE: **A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Repeal of the Special Benefit Unit Handbook; Providing for Legislative Findings and Intent; Providing for Repeal of Handbook; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.**

STATEMENT OF ISSUE

On November 18, 2003, the County adopted the Special Benefit Unit Handbook. Tt was the intent at the time of adoption of the Handbook to provide a procedural guide for managing the Municipal Special Benefit Units established by the County. The Handbook is out dated and the procedures therein are fluid, needing to change regularly as operational issues arise. It is in the best interest of its citizens to repeal the Special Benefit Unit Handbook adopted on November 18, 2003, and allow the County Administrator to establish the day to day operational procedures, as deemed appropriate, related to those Municipal Special Benefit Units established by the County.

RECOMMENDED ACTION

Move to approve the Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Repeal of the Special Benefit Unit Handbook; Providing for Legislative Findings and Intent; Providing for Repeal of Handbook; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution - repealing NAV Handbook.SGS.pdf

RESOLUTION NO. 20-21-97

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE REPEAL OF THE SPECIAL BENEFIT UNIT HANDBOOK; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF HANDBOOK; 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, on November 18, 2003, the County adopted the Special Benefit Unit Handbook (Handbook); and

WHEREAS, it was the intent at the time of adoption of the Handbook to provide a procedural guide for managing the Municipal Special Benefit Units established by the County; and

WHEREAS, the County Administrator has created a non-ad valorem analyst position, under the Finance Department, and ultimately under the direction of the County Administrator, responsible for the operational decisions for management of the Municipal Special Benefit Units established by the County; and

WHEREAS, the Handbook is out dated and the procedures therein are fluid, needing to change regularly as operational issues arise; and

WHEREAS, the day to day operational procedures for County Departments are the responsibility of the County Administrator; and

WHEREAS, the County has determined that it is in the best interest of its citizens to repeal the Special Benefit Unit Handbook adopted on November 18, 2003, and allow the County Administrator to establish the day to day operational procedures, as deemed appropriate, related to those Municipal Special Benefit Units established by the County.

NOW, **THEREFORE BE IT RESOLVED**, by the Highlands County Board of County Commissioners, as follows:

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

SECTION 2. Repeal of Handbook. The Special Benefit Unit Handbook adopted by the County on November 18, 2003, is hereby repealed and shall have no further force or effect.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the repeal of a Special Benefit Unit Handbook, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of June, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: ________________________________
Scott A. Kirouac, Chairman

ATTEST:

____
Jerome Kaszubowski
Highlands County Clerk of Court

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Sherry Sutphen, County Attorney**

SUBJECT/TITLE: **A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Repeal of its Prompt Payment Policy, Resolution Number 15-16-112 and Resolution Number 16-17-50; Providing for Legislative Intent; Providing for Repeal of Policy; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.**

STATEMENT OF ISSUE

On September 20, 2016, Highlands County adopted Resolution No. 15-16-112 and on February 21, 2017, adopted Resolution No. 16-17-50, related to the payment of invoices issued to the County and payments to be made by the County under contract . Florida Statutes, Chapter 218, Part VII, entitled, Local Government Prompt Payment Act, governs the County's payment of invoices and other obligations, so there is no need to have a separate Board policy related to the payment of invoices and other obligations.

RECOMMENDED ACTION

Move to approve the Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Repeal of its Prompt Payment Policy, Resolution Number 15-16-112 and Resolution Number 16-17-50; Providing for Legislative Intent; Providing for Repeal of Policy; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution - repealing Prompt Payment Policy.SGS.pdf

RESOLUTION NO. 20-21-96

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE REPEAL OF ITS PROMPT PAYMENT POLICY, RESOLUTION NUMBER 15-16-112 AND RESOLUTION NUMBER 16-17-50; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR REPEAL OF POLICY; 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, on September 20, 2016, Highlands County adopted Resolution No. 15-16-112 and on February 21, 2017, adopted Resolution No. 16-17-50, related to the payment of invoices issued to the County and payments to be made by the County under contract; and

WHEREAS, Florida Statutes, Chapter 218, Part VII, entitled, Local Government Prompt Payment Act, governs the County's payment of invoices and other obligations; and

WHEREAS, there is no need to have a separate Board policy related to the payment of invoices and other obligations; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County, Florida to repeal the Highlands County Policy related to the prompt payment of invoices and other obligations.

NOW, **THEREFORE BE IT RESOLVED**, by the Highlands County Board of County Commissioners, as follows:

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

SECTION 2. Repeal of Policy.

A. Highlands County Resolution No. 15-16-112, is hereby repealed in its entirety.

B. Highlands County Resolution No. 16-17-50 are hereby repealed in their entirety.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the repeal of the County's prompt payment policy, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of May, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: ________________________________
Scott A. Kirouac, Chairman

ATTEST:

____
Jerome Kaszubowski
Highlands County Clerk of Court

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

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

SUBJECT/TITLE: **Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project NO. 412579-1-78-02 FY 21-22.**

STATEMENT OF ISSUE

Attached is the State Highway Lighting Maintenance and Compensation Agreement, Contract Number ASH11, between Highlands County and the State of Florida Department of Transportation (FDOT), along with the accompanying resolution. This agreement will compensate Highlands County in the amount of $214,360.85 which is 95% of the total amount of compensation of $225,643, for the seven hundred thirty street lights (730) maintained by Highlands County on State Highways for the FDOT FY 21/22 as shown on the attached Exhibit "A". The cost per light is $309.10. This is an increase in revenue of $18,545.60 compared to FDOT FY 20/21 amount.

RECOMMENDED ACTION

Move to approve and execute Exhibit "A" – FY 21/22 FDOT work order for the State Highway Lighting, Maintenance, and Compensation Agreement, Contract #ASH11, between Highlands County and the State of Florida Department of Transportation along with the accompanying resolution.

FISCAL IMPACT

Upon approval of the aforementioned agreement, the County will receive $214,360.85 in Fund 110 (Transportation Trust) as compensation for maintaining street lights for the State Highways for the FDOT Fiscal Year 21/22 which will be budgeted in the FY 21/22 budget.

Attachments: ASH11 Highlands County Lighting WO and Exhibit 2122.pdf
FINAL Resolution Highway Lighting Board Meeting date 6-1-21.SGS.pdf

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: **2021-2022**

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **21/22** 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 PAYMENT PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2021 and ending June 30, 2022, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of $**214,360.85**. 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) ____________________________ Date:____________

Printed Name____________________________

Printed Title____________________________

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) ____________________________ Date:____________

Printed Name____________________________

Printed Title____________________________

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2021-2022

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 $309.10 in fiscal year 2021-2022.

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 ____%. Example: 330 (lights) x $309.10 (unit rate) x 95% = $96,902.85

Type of Light	# of lights	LED or HPS	Unit rate	95%	Total
High Mast		HPS		0.00	0.00
Standard	560	HPS	309.10	0.95	$164,441.20
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard	170	LED	309.10	0.95	$49,919.65
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 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/Whatley 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:	730		

To: Jamie.Schley@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

ASH11

5/3/2021

CONTRACT INFORMATION

Contract:	ASH11
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	HIGHLANDS COUNTY BOCC
Vendor ID:	F596000655019
Beginning Date of This Agreement:	07/01/2020
Ending Date of This Agreement:	06/30/2027
Contract Total/Budgetary Ceiling:	ct = $410,176.10
Description:	PROJ PARTICIPATION

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/3/2021

Action:	Supplemental
Reviewed or Approved:	*REVIEWED
Organization Code:	55014040110
Expansion Option:	A1
Object Code:	242059
Amount:	$214,360.85
Financial Project:	41257917802
Work Activity (FCT):	787
CFDA:	
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	088712/22
Amendment ID:	S001
Sequence:	00
User Assigned ID:	001
Enc Line (6s)/Status:	/04

Total Amount: $214,360.85

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RESOLUTION

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"**, proposes to compensate agencies for maintenance and operation of lighting on the State Highway System (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 "the **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 "the Agreement");

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY:

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 2021-2022. The COUNTY further agrees that the percentage of lighting to be paid to the COUNTY for fiscal year 2021-2022 shall be 95%. A certified copy of this Resolution shall be forwarded to the FDOT.

Passed and adopted this _________ day of June, year of 2021.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

____
Scott A. Kirouac, Chairperson

Attest:_________________________
Jerome Kaszubowski, Clerk

G:\FDOT\State Highway Lighting, Maintenance & Compensation Agreements\FY 21-22\FINAL Resolution Highway Lighting Board Meeting date 6-1-21.docx

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: **2021-2022**

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **21/22** 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 PAYMENT PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2021 and ending June 30, 2022, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of $**214,360.85**. 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) ________________________ Date:____________

Printed Name__________________________

Printed Title___________________________

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) ________________________ Date:____________

Printed Name__________________________

Printed Title___________________________

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2021-2022

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.

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To: Jamie.Schley@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

ASH11

5/3/2021

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Amendment ID:	S001
Sequence:	00
User Assigned ID:	001
Enc Line (6s)/Status:	/04

Total Amount: $214,360.85

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

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

SUBJECT/TITLE: **Request approval of waiver of fees for the Sebring High School Cross Country Athletic Program for the use of the Highlands County Multi Sports Complex.**

STATEMENT OF ISSUE

The Sebring High Cross Country Athletic Program is requesting a wavier of fees for the use of the Sports Complex for summer practice during June and July, from sun-rise to 8:00 AM on Mondays, and 5:00 pm to 7:00 pm on Tuesdays and Thursdays. When school starts, they would like to practice from August 16th to November 11, 2021 on Mondays, Tuesdays and Wednesdays from 3:45 to 5:30 PM. They will not use any fields during practice. The school chose this location because it is close to the high school and they like the terrain.

Additionally, the School desires to host two race events, one called "The Tommy Lovett Invitational", on August 21, 2021 and another race on October 7th, 2021. They generally will use the inside perimeter of the fence and around the fields, but will begin the races on the fields. They are requesting the use of two (2) green fields and the concession stand for the events.

Per the FY 2020-2021 Schedule of Fees, the rental fee is as follows:
$120.00 Field Rental Fee - Two Fields, $60.00 each
$100.00 Concession Rental
$1,600.00 Restroom Fees for sixty-four dates, $25.00 each

This will be the second year the Sebring High School Cross Country Athletic Program has requested the used the facility and the fees to be waived.
The School Board will provide insurance to cover all practice and race activities at the Sports Complex.

RECOMMENDED ACTION

Move to approve the waiver of rental fees for the Sebring High School Cross Country Athletic Program for the use of fields at the Highlands County Multi Sports Complex for two Cross Country Race Events and Practice dates for the 2021 school year.

FISCAL IMPACT

The fiscal impact of the waiver approval would result in a loss of $1,820.00 in rental revenue for the Highlands County Multi Sports Complex.

Attachments: County Field Recreational Use Request 2021.docx
Screenshot (3) (002).pdf

2020-2021 Fees Waived.pdf

Sebring High School
Cross Country
County of Highlands
3514 Kenilworth Blvd, Sebring, FL 33870

May 20, 2021

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

RE: County Field Recreational Use Request

Dear Commission,

We are writing to request permission to use the fields inside the Highlands County Sports Complex, located on Sheriff's Tower Rd, during the Summer and Fall for the Cross-Country season. We understand that the decision to use this sports complex for any events other than what the sports complex already offers is up to the Board of County Commissioners. We are also writing this letter to see if the fees can be waived since this will be Sebring High School sports function. We are also requesting to use the concession stand and bathrooms for public use. We are writing this letter to ask permission to use the outside perimeter of the fields and common grass areas to host a cross country race, have a home course to train on, and also to have practice. We will not be using the inside of the Softball fields, just the outside. We understand that the decision to use this sports complex for any events other than what the sports complex already offers is up to the Board of County Commissioners.

CROSS COUNTRY OVERVIEW

Cross Country is a sport that consists of running 3.1 miles or 5 kilometers on a variety of surfaces such as dirt, gravel, grass, asphalt, clay, and the like. Runners are timed and teamwork dictates the overall score which works similar to the way golf is scored. With the first runner receiving one point and the twentieth runner receiving twenty points, respectively. The team with the lowest score wins. Typically, the team score consists of the first five finishers per team and their scores. Should a tie arise, team scores are recalculated to include the sixth finisher. If there is another tie at this point, then the teams recalculate the score to include the seventh runner. We included this short overview of the sport to help convey the spirit of teamwork needed for this sport. It often creates an environment of comradery as teammates understand that each other's success is as important as their own.

BENEFITS

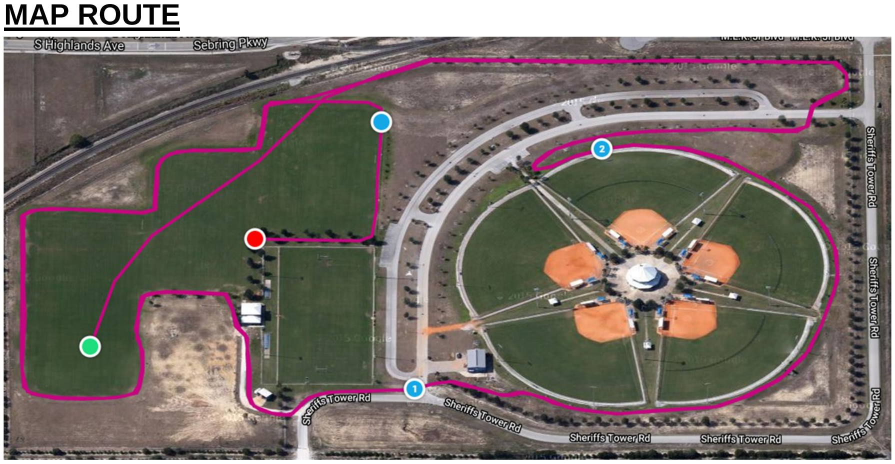
Extracurricular activities have been linked to an increase in school involvement and contribute to the overall wellbeing of the athlete, in morale as well as health. Our athletes are commonly among the top of their classes and tend to have a good influence on new coming athletes to do the same. As coaches we have a responsibility to periodically check grades and grade point averages as well as being a point of contact for teachers who may need a strong influence to talk to their student athlete. For those student athletes who tend to form bad habits without an extracurricular activity, it is an incentive and an occupation that keeps them from getting into trouble. It also teaches student athletes intercommunication skills as they need to train with one another and collaborate during training and races. Another benefit the sport has to offer is scholarships and military preparedness. We currently have half scholarship opportunities with Southern Association Colleges and one runner who is going to the prestigious Air Force Academy. Cross Country helps our athletes zero in on goals and put forth efforts to achieve them.

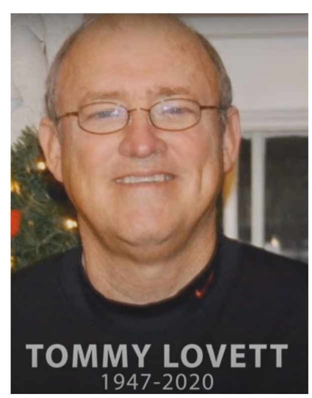
HOSTING TWO RACES

The benefits of hosting a cross country race in the Highlands County Sports Complex includes having a course near the high school where parents, teachers, students and friends can come watch. Our supporters would not have to travel over forty-five minutes to watch a race. Another benefit the sport complex provides is the soft surface the grass and dirt provide for the runners to race on. This benefit is important because it makes the course nice to run on and feels good on the runners' legs. It's nice to run on because it's flat and fast with not a lot of sharp turns.

The dates we are looking to host a cross country race is Saturday, August 21st and October 7th. The August race would be from 7:00am to about 10:30am, this is the time slot most races are held in Florida on Saturdays. This race will have about 8-15 teams participating. The October race would be from 5:00pm to about 7:30pm and will have about 4-8 teams participating. We wanted to honor the memory of Mr. Tommy Lovett Senior who has left a legacy full of many wonderful accomplishments, particularly in helping sports grow within Highlands County, by naming the race on August The Tommy Lovett Invitational, 2nd Annual. We have attached a map to show our proposed race/training route.

MAP ROUTE





HOLDING PRACTICE

There are many benefits for the Sebring High School Cross Country team to use the sports complex. The most important benefit the sports complex can provide for the cross-country team is safety. The safety from anything happening outside a fenced in complex. Another benefit is the soft surface the grass and dirt provide for the runners to run on. This benefit helps with the runners getting less injuries and being able to finish the season strong. Another benefit will be that the runners can train in a complex where the area is fenced and away from traffic and danger the roads provide. This benefit helps with keeping the runners in a controlled area where the runners can't be around crimes and potential dangers the public provides. Summer practice begins June 1st and end August 13th. For Summer practice, we will only use the outside grass of the soccer fields three times a week, preferably Monday mornings from 6:30am to 8:00am, Tuesday and Thursday evenings from 5:30 pm to 7:15pm. When school starts, practice will run from August 16th and end November 11th. In season practice, will be on Monday, Tuesday, and Thursday afternoons from 3:45pm to 5:30pm.

INSURANCE & RULES

We understand the need to mitigate risk and understand that the commission may require us to become insured. We wish to express our desire to comply with any and all of the requirements that the commission sees fit as well as any house rules that may be in place or may arise. We understand that it stems from a desire to keep our students and citizens safe.

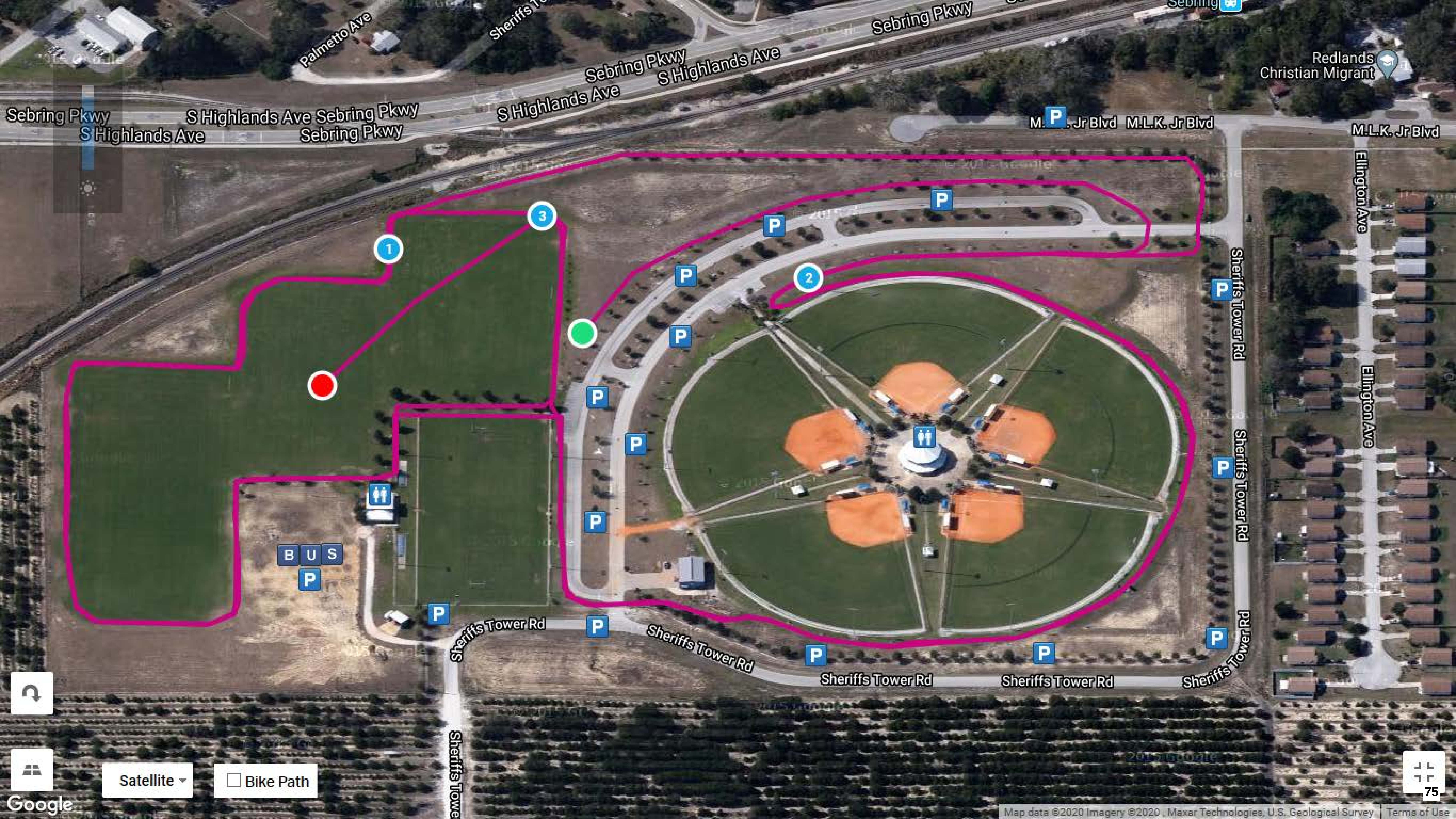
GRATITUDE

The Sebring Cross Country team cannot thank the Board of County Commissioners enough for letting us use the fields last year for our 2020 season. We were able to host one race and practice twice a week from summer until the end of fall. Thanks to the sports complex grassy area we were able to do most of our tough workouts which helped us have a great season. Both teams placed second at Districts, the girls placed 6th at Regionals and missed going to state by two places, the boys place 2nd at Regionals and qualified to State where they placed 15th. The team is looking forward to get the season started in June and the runners benefit so much from the use of those fields. The Highlands Sports Complex is the most important place out of all the places we train at and plays a pivotal role in the runners training.

We thank the commission for their time and consideration of our request to use the County Fields for Sebring High School's Boys' and Girls' Cross-Country Team for practice and, potentially, school-sanctioned races. We are very excited with the idea of providing our runners with a safe, clean, and beautiful complex to train and race in. We look forward to hearing your decision.

Sincerely,

Leonel Alberto Ayala	**Israel Ayala Rivera**
Coach Leo	**Coach Izzy**
Girls' Coach	**Boys' Coach**


Sebring Pkwy
S Highlands Ave
Palmetto Ave
M.L.K. Jr Blvd
Redlands Christian Migrant
Ellington Ave
Sheriffs Tower Rd
1
2
3
B U S
Satellite
Bike Path
Google
Map data ©2020 Imagery ©2020 , Maxar Technologies, U.S. Geological Survey
Terms of Use

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				
ORGANIZATION	**FACILITY**	**# OF YEARS**	**TOTAL FEES WAIVED AS OF 9/30/20**	**FEES WAIVED FOR 2020-2021**
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	24	$ 12,500.00	No request
Redbeach Community Homeowners Association	Desoto City Community Ctr.	4	$ 1,150.00	$ 400.00
Boy Scouts of America	Desoto City Community Ctr.	6	$ 15,600.00	No request
Leisure Lakes Home Owners Civic Association	H.L. Bishop Park Clubhouse	12	$ 4,800.00	$400.00 / Cancelled
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	10 Est.	$ 4,200.00	$ 200.00
Sebring High Cross Country Athetic Program	Sporst Complex	1	$ 1,130.00	$ 1,820.00
Salvation Army	Sports Complex	3	$ 700.00	$350.00 / Cancelled
A.A.I.S.L - All American International Softball league	Sports Complex	1	$ -	$ 635.00
Ridge Area ARC & Special Stars	Sports Complex / Agri Civic Center - Auditorium	10	$ 14,820.00	$ 325.00

5/21/2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 6/1/2021

PRESENTER: **Clinton Howerton, Jr. P.E., County Engineer**
Tanya Cannady, CPA, CDM, Business Services Director

SUBJECT/TITLE: **Engineering Department job position changes**

STATEMENT OF ISSUE

To reflect the needs of the Engineering Department and the responsibilities of the positions, we are requesting;

1) to approve the title and job description Engineering Services Manager (pay grade 110) and eliminate the position of Engineering Services Coordinator (pay grade 109), The change reflects a new management position for the needs of the department and the education/experience requirements of the position.
2) to approve the title and job description change for the Assistant to the County Engineer/Solid Waste (pay grade 117) and eliminating the position title Project Manager - Utilities (pay grade 116). With additional responsibilities of the position, the new job description reflects these responsibilities and the needs of the County Engineer.
3) to approve the title and job description change for the Traffic Operations Manager (pay grade 116) and eliminating the position Traffic Operations Supervisor (pay grade 115). With the technical aspects of this position changing constantly, the new job description reflects these responsibilities and the needs of the traffic department.

RECOMMENDED ACTION

(1) Requesting approval to change the position of Engineering Services Coordinator back to Engineering Services Manager, (2) requesting approval of the new job description Assistant to the County Engineer/Solid Waste and eliminate the position Project Manager - Utilities and (3) requesting approval of the new job description Traffic Operations Manager and eliminating Traffic Operations Supervisor including pay grade and job description changes

FISCAL IMPACT

No fiscal impact

Attachments: Engineering Services Manager.pdf
Assistant to the County Engineer-SW.pdf
Traffic Operations Manager.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: Engineering Services Manager	**Division:** Engineering	**Department:** Engineering	**Cost Center:** 4101
Job Code: 0976	**Pay Grade:** 110	**Pay Band:** $36,112.37 - $55,974.17	**FTE:** 1.0
Included/Exempt: Included	**Type of Transaction:**		
EMPLOYEE:	**Special Risk:** Yes ☐ No ☒		**Overtime:** Yes ☒ No ☐

1. This position reports directly to: Job Title Engineering Department Administrator Job Code 1086 Pay Grade 113

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

- Public Works Specialist
- Engineering Services Aide
- Engineering Project Admin Assistant

POSITION DUTIES & RESPONSIBILITIES

General Description:

A managerial position that coordinates the County's Land Acquisition Program and other Engineering Services including performance of unique tasks and special projects for the Engineering Department.

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.

- Manages assigned projects of varying size and complexity.
- Functions as project manager during land acquisitions.
- Prepares, and/or assists in the preparation of, plans, maps, drawings, graphics, agenda items and specifications for a variety of civil engineering projects.
- Uses Geographical Information Systems (GIS) and other graphics software to prepare sketches, drawings and plans.
- Prepares deeds and legal instruments for right of way, land acquisitions, easements and other related projects.
- Serves as liaison with regulatory agencies concerning engineering and land acquisition projects.
- Preparation of annual transportation grant documents for the county, cities and townships.
- Schedules, coordinates, and conducts meetings with associated agencies and property owners.
- Responsible for the maintenance of project tracking as well as the filing system for project activities with the use of computer programs and hard copies.
- Assists staff engineers in carrying out design and permitting of complex engineering projects.
- Assists in the preparation of bid packages for construction projects being administered by the Engineering Department as needed.
- Maintains annual records of all acquisitions completed within the fiscal year.
- Coordination of SWFWMD O&M Inspections performed by a Project Manager.
- Coordinates and performs record retention for the Engineering Department.
- Assists Engineers and Project Managers with daily management of project tasks.
- Coordination of request for golf cart community status.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.
- Supervises Public Works Specialists and Engineering Services Aide.

Revised: 03/01/2021

Knowledge, Skills, and Abilities:

- Knowledge of principles and practices of Grant Acquisition Principles.
- Knowledge of mathematics including algebra.
- Knowledge of basic Right of Way Acquisitions Principles.
- Ability to exercise good judgment and make independent decisions.
- Ability to meet deadlines and accomplish daily tasks as required.
- Advanced communications skills with the ability to speak English fluently, and to write persuasively in English using technical engineering terms.
- Ability to prepare complex documents and reports.
- Knowledge of GIS and other graphic software.
- Ability to operate computers for typical office functions using Microsoft Office and Adobe products as well as scheduling and report generation.
- General Knowledge of legal descriptions as well as documents pertaining to property deeds.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

Physical Skills:

The person in this position: 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, 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:

Three (3) years' project management experience, related to the construction of public works projects. An Associates Degree in Business Administration, Management or other related to government administration is preferred.

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 ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

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

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

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐

POSITION INFORMATION	Position Type: Admin ☐ Director ☐ Manager ☐ Supervisor ☒ Non-Supervisor ☐		
Job Title: Assistant to the County Engineer/SW	Division: Engineering	Department: Engineering	Cost Center: 4101
Job Code: TBD	Pay Grade: 117	Pay Band: $57,988.57 - $89,882.29	FTE: 1.0
Included/Exempt: Exempt	Type of Transaction:		
EMPLOYEE:	Special Risk: Yes ☐ No ☒		Overtime: Yes ☐ No ☒

1. This position reports directly to: Job Title County Engineer Job Code 1064 Pay Grade 121
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Landfill Manager / 115 / 0917	SW Customer Serv Liaison /111/0185	
SW Manager /115 /5010		
Project Manager - Traffic / 116/ 0964		
Project Manager - Transportation / 116		
Project Manager Construction/Inspecto		

POSITION DUTIES & RESPONSIBILITIES

General Description:

This is a professional and technical senior division management position responsible for assistance to the County Engineer in directing all operations, activities and personnel under the Solid Waste Department and Project Management division of the Engineering Department.

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.

• Coordinates, directs and otherwise exercises general supervision over operations, engineering and equipment services, fiscal overview, and personnel of the Solid Waste Department. Studies departmental organization, personnel assignments and project requirements to determine the most efficient and cost-effective utilization of facilities, personnel and equipment.
• Develops and implements programs, practices and procedures for the Solid Waste Department and performs long-range capital planning, development, and construction of solid waste facilities and projects.
• Conducts reviews of the physical condition of County Solid Waste facilities to ensure needed improvements are included in the department's operating and capital budgets; assists in the collection and verification of data required for accurate budget forecasting for the Solid Waste Department and individual units of the Engineering Department.
• Performs design of county highways, drainage, utilities, facility buildings and other public works projects and directs, facilitates, plans, assigns and prioritizes project management tasks; counsels, trains and coaches staff, monitors work, develops staff skills and evaluates performance.
• Assists in the performance of administrative duties including the development of personnel policies and procedures, program evaluation, operating policy formulation and implementation, and direction of business and financial affairs of solid waste and public works areas under its direction including preparation of budgets, requisitions, budget amendments and transfers, and monitoring expenditures to budgeted line-item accounts in accordance with established procedures.
• Coordinates and maintains consultant and contractor design and construction schedules and prioritizes multiple, concurrent projects effectively to ensure that they integrate with County schedules.
• Conducts construction site visits, performs inspections, and resolves construction related problems with contractors on public works projects.
• Identifies the need for consultant or outside services and prepares, approves selection, negotiates, recommends and administers contracts with engineering consultants for studies, design and inspection and inter-local agreements with municipalities and private companies.
• Makes procedural and operational recommendations to the County Engineer and attends Board meetings as needed.
• Assists in developing proper practices, processes and procedures relative to contract and project management and directs Project Managers.
• Coordinates and directs designers and drafters in preparing plans and the survey crew for needed information and layout on design projects.
• Develops, reviews, and approves plans, specifications, technical documents, permits and procedures for public works projects.
• Conducts research and attends meetings/conferences to discuss problems and make recommendations for policy changes, safety, and other related matters; maintains a professional and safe unit and work area adhering to established safety policies and the image desired of County.
• Consistently follows Board policies and procedures; responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

- Considerable knowledge of principles and practices of Civil Engineering, specifically in the areas of solid waste, transportation, drainage, and utilities.
- Knowledge of water management district regulations and procedures.
- Knowledge of modern techniques, methods, procedures and practices of public works engineering.
- Ability to plan, design, coordinate and inspect public works projects.
- Ability to prepare written technical reports, estimates, construction and other cost records.
- Ability to assist in the direction, instruction and review of work assignments.
- Skill in inspecting public works programs and activities.
- Skill in establishing and maintaining effective working relationships with superior and subordinate officials and the general public.
- Ability to plan, direct or supervise when appropriate.
- Ability to assist in the assignment, instruction, review, and evaluation of work assignments.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors and the general public.
- Ability to establish and maintain effective working relationships with state and federal agencies and the general public.
- Ability to earn Solid Waste Association of North America (SWANA) Manager of Landfill Operations Certification within twelve (12) months of employment.

Physical Skills:

Must be able to remain in a stationary position for 25% of the time. The individual in this position frequently communicates with the public and co-workers. Must be able to exchange accurate information in these situations. Occasionally ascends/descends stairs, climb ladders, scaffolding, etc. Occasionally moves materials and equipment weighing up to 40 lbs. Consistently works in a outdoor environment. Occasionally works in inclement outdoor weather conditions. Frequently operates a motor vehicle or heavy equipment for up to four (4) hours continuously or intermittently. Occasionally works in rugged terrain; to include very steep, wet, muddy, rough, uneven or rocky surfaces. Positions require physical exertions such as bending, crouching, stooping, stretching, reaching or similar activities. Individuals should be capable of working alone. Use of near and far vision.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Bachelor's degree from an accredited college or university in Civil Engineering, and a minimum of four (4) years of progressively responsible public works engineering experience. Including two years in a highly responsible/supervisor capacity.

Licenses, Certifications, or Registrations:

Must posses a valid Florida's Driver's License while employed.

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 ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

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

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

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐

POSITION INFORMATION

Position Type: Admin ☐ Director ☐ Manager ☐ Supervisor ☒ Non-Supervisor ☐			
Job Title: Traffic Operations Manager	**Division:** Engineering	**Department:** Traffic Operations	**Cost Center:** 4105
Job Code: TBD	**Pay Grade:** 116	**Pay Band:** $54,194.93 - $84,002.14	**FTE:** 1.0
Included/Exempt: Exempt	**Type of Transaction:**		
EMPLOYEE:	**Special Risk:** Yes ☐ No ☒		**Overtime:** Yes ☐ No ☒

1. This position reports directly to: Job Title County Engineer Job Code 1064 Pay Grade 121

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

Lead Traffic Technician /0987 /110 (1)		
Traffic Tech I /0988 / 105 (3)		
Traffic Tech II /0989 / 107 (3)		
Traffic Tech III /0979 / 110 (3)		
Public Works Specialist / 0954/105 (1)		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A skilled position responsible for supervising All traffic control devices on the County's road system and traffic signals and street lighting on the State highway system under a Board approved maintenance agreement.

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, organizes and schedules foremen responsible for work crews engaged in the construction, alteration, maintenance and repair of traffic control devices, markings, signage, and other necessary roadway safety devices.
- Assists in the performance of administrative duties including the development of personnel policies and procedures, budget formulation and administration, program evaluation and operating policy formulation and implementation.
- Oversees, organizes, monitors, and supervises the Traffic Signal Maintenance Contracts and program and directly supervises the traffic signal maintenance staff.
- Maintains maintenance records of traffic control devices.
- Performs tests on traffic control devices to ensure proper operation.
- Prepares cost estimates of proposed projects; requisitions equipment, materials and supplies; maintains comprehensive records and prepares periodic reports of assigned projects.
- Ensures that traffic/transportation projects and County roadways follow County, State, and Federal requirements, as applicable.
- Manages design, installation, maintenance of temporary traffic control devices on reimbursable roadway projects.
- Reviews/approves road closure permits for temporary traffic control plans and advises County Engineer on compliance for State & Federal standards on applications.
- In coordination with the Engineering Department, develops and recommends the Traffic Operations budgets; manages and administers that budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; directs and implements adjustments as necessary.
- Supervises the Traffic Staff, including planning and supervising the work, assigning work, providing instruction and training, checking and approving work, conducting performance evaluations and making hiring and salary adjustment recommendations.
- Consults with and advises the County Engineer on transportation and traffic issues including policy decisions.
- Participates in developing annual divisional budget relative to traffic operations.
- Supervises and directs the County's transportation safety training and equipment inspection program. Trains County employees in safe operation of vehicles and equipment. Establishes procedures to ensure that all employees and equipment are utilized in a safe manner.
- Writes up crash and incident reports and assists in maintaining corresponding files. Maintains inventory control records.
- Plans, schedules and supervises the County sign crews to see that the necessary traffic control devices are properly installed on the County road system.

Revised: 03/01/2021

Knowledge, Skills, and Abilities:

- Knowledge of safety and equipment inspection procedures
- Thorough knowledge of the principles of electronic devices used in traffic signals and street lighting
- Knowledge of elementary traffic engineering principles
- Knowledge of traffic control device requirements per State and Federal requirements
- Knowledge of inventory control procedures
- Ability to visually inspect signs, roads, traffic lights and traffic patterns
- Skill in making safety presentations to co-workers
- Skill in supervising and directing others
- Ability to determine crash causes with impartiality and fairness
- Knowledge of construction of roadways, traffic signals, street lighting and other transportation related elements
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public. Performs other duties as assigned.
- Ability to Perform minor traffic reviews and studies under the direction of the County Engineer.
- Ability to receive, investigate and resolve complaints from the public regarding specific general maintenance problems.
- Ability to Respond productively to change and performs all other related tasks as required and as directed.
- Ability to oversee the development and maintenance of timing sequences for traffic signals.
- Ability to develop and coordinate traffic control planning, implementation, operation and maintenance for traffic signal, signs, and street markings.
- Ability to develop and oversee the maintenance of traffic related databases and records.

Physical Skills:

Must be able to remain in a stationary position for 25% of the time. The individual in this position frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Occasionally ascends/descends stairs, climb ladders, scaffolding, etc. Frequently moves materials and equipment weighing up to 40 lbs. Works in an indoor/outdoor environment. Occasionally works in inclement outdoor weather conditions. Frequently operates a motor vehicle or heavy equipment 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:

One (1) year heavy equipment, completion of safety classes/courses, and thorough knowledge of MUTCD

Licenses, Certifications, or Registrations:

Safety certification, ISMA certification, MOT certification. Must possess and maintain a valid driver license and can secure a valid Florida driver license, Class B at the time of employment.

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 ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Sarah Beth Rogers, Children's Advocacy Center Manager**

SUBJECT/TITLE: **Request approval of Florida Network of Children's Advocacy Centers' (FNCAC) allocation for a one-time purchase of a complete workstation and approval of Budget Amendment 20-21-091 and associated Resolution to set up Project 20054.**

STATEMENT OF ISSUE

The Florida Network of Children's Advocacy Centers (FNCAC) received an increase in allocation from the Office of the Attorney General (AOG) to approve one-time purchase requests from Children's Advocacy Centers (CAC) in the State of Florida. The CAC of Highlands County has been approved for reimbursement of a workstation set, including a laptop, docking station, two monitors, and a backup battery.

RECOMMENDED ACTION

Move to approve Florida Network of Children's Advocacy Centers' (FNCAC) allocation for a one-time purchase of a complete workstation and approve of Budget Amendment 20-21-091 and associated Resolution to set up Project 20054.

FISCAL IMPACT

The Fiscal Impact is an increase in the General Fund 005, Cost Center 3995, Project 20054 in the amount of $1,422.23.

Attachments: 20-21-091 Project 20054 New Work Space (CAC) (BA).pdf
20-21-091R Project 20054 New Work Space.pdf
HIghlands Purchase Approval.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
May 17, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/11/2021**

SUBMITTED BY: **Mercedes McNew**

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

PROJECT(S) #: **20054** PROJECT TITLE(S): **New Work Space** COST CENTER TITLE(S): **Children's Advocacy Center**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005	3995	3346900Z	Other Human Services Project	20054	0.00	1,422.23		1,422.23
E	005	3995	55200Z	Project Operating Supplies	20054	0.00	1,422.23		1,422.23
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Authorized purchase of a new workstation for the CAC to be reimbursed by the FNCAC (Florida Network of Childrens Advocacy Centers).**

OFFICE USE ONLY

OMB RECOMMENDATION:

______ Approval

______ Denial

REQUEST # **20-21-091**

ACTION:
Board ______ Approved ______ Denied
County Administrator ______ Approved ______ Denied

SIGNATURE: ______

DATE: ___/___/___

TRANSFER TYPE:

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

Signature: ______

Posted by Clerk: ______

Form Revised 08/05/2020

RESOLUTION NO. 20-21- __________

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING THE AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to appropriate funding in the amount of $1,422.23 New Work Space for project #20054 that will be received from the Florida Network of Children's Advocacy Centers (FNCAC); and

WHEREAS, the funds must be appropriated to be used for a new workstation for the Children's Advocacy Center.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this_________day of______________________, 2021 that budget amendment 20-21-091 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

____
Chairperson

Attest: __________________________
Clerk of Courts

Approved as to Budgetary Requirements

____
OMB Department

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May 10, 2021

Sarah Beth Rogers
Manager
The Ruth E. Handley Children's Advocacy Center of Highlands County
1968 Sebring Parkway
Sebring, FL 33870

Dear Ms. Rogers,

The Office of the Attorney General (OAG) has approved the FNCAC's budget modification request that includes Highland's purchase of a laptop with docking station, two monitors and a computer backup battery. Please purchase by June 15, 2021 and send an invoice and payment documentation to my attention.

The OAG requires the lowest quote to be used for the purchases. I have included below the quotes provided and highlighted the lowest quote.

Description	Quantity	Quote 1	Quote 2	Quote 3
Laptop/Docking Station	1	$1,059.98	$1,080.98	$1,165.24
Monitors	2	$349.99	$288.19	$349.99
Computer Backup Battery	1	$78.99	$74.06	$74.32

Sincerely,

Michèle C. Vaught

Michèle C. Vaught
Finance Director

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER:	**Sarah Beth Rogers, Children's Advocacy Center Manager**
SUBJECT/TITLE:	**Request approval of Victims of Crime Act (VOCA) Grant Amendment No. 2 to agreement between the State of Florida Department of Legal Affairs Office of the Attorney General and Highlands County Board of County Commissioners, as well as Budget Amendment 20-21-093 and associated Resolution to set up project 20055.**

STATEMENT OF ISSUE

The Victims of Crime Act (VOCA) Grant for FY 20-21 awarded to the Highlands County Board of County Commissioners received an increase in allocation to go towards the Mental Health program at the Children's Advocacy Center, specifically to serve child victims of sexual abuse.

RECOMMENDED ACTION

Move to approve Victims of Crime Act (VOCA) Grant Amendment No. 2 to agreement between the State of Florida Department of Legal Affairs Office of the Attorney General and Highlands County Board of County Commissioners, as well as Budget Amendment 20-21-093 and associated Resolution to set up project 20055.

FISCAL IMPACT

The Fiscal Impact is an increase to the General Fund 005, Cost Center 3995, Project 20055 in the amount of $60,096.

Attachments: 20-21-093 Project 20055 VOCA (CAC) 20-21 (BA).pdf
20-21-093R Project 20055 VOCA (CAC) 20-21.pdf
2020 Randy Signed Contract Admendment.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
May 18, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/10/2021** SUBMITTED BY: **Mercedes McNew**

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

PROJECT(S) #: **20055** PROJECT TITLE(S): **VOCA (CAC) 20/21** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312211Z	VOCA Grant	20055	0.00	60,098.00		60,098.00
E	005	3995	51200Z	Project Regular Salaries	20055	0.00	40,668.63		40,668.63
E	005	3995	52100Z	Project FICA Taxes	20055	0.00	3,515.67		3,515.67
E	005	3995	52200Z	Project Retirement Contribution	20055	0.00	3,857.55		3,857.55
E	005	3995	52300Z	Project Life & Health Insurance	20055	0.00	7,523.64		7,523.64
E	005	3995	52400Z	Project Workers' Comp	20055	0.00	92.51		92.51
E	005	3995	55200Z	Project Operating Supplies	20055	0.00	3,140.00		3,140.00
E	005	3995	55403Z	Project Education & Training	20055	0.00	1,300.00		1,300.00

REASON: **The 20/21 VOCA grant award is to pay for 75% of the Children's Advocacy Center's LMHC salary**.

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **20-21-093** **TRANSFER TYPE:**

________ Approval
________ Denial

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

SIGNATURE: ________

DATE: / /

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

Signature: ________ Posted by Clerk: ________

Form Revised 08/05/2020

RESOLUTION NO. 20-21- __________

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING THE AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to appropriate funding in the amount of $60,098.00 for Project # 20055 that will be received from the Office of the Attorney General (OAG); and

WHEREAS, the funds must be appropriated to be used to pay 75% for the Children's Advocacy Center's License Mental Health Counselor.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this_________day of ______________________, 2021 that budget amendment 20-21-093 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

____
Chairperson

Attest: __________________________
Clerk of Courts

Approved as to Budgetary Requirements

____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-093R Project 20055 VOCA (CAC) 20-21.docx

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services

Christina F. Harris, Bureau Chief
Advocacy and Grants Management

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-3013
http://www.myfloridalegal.com

April 6, 2021

VIA: ADOBE SIGN

Randy Vosburg, County Administrator
Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, Florida 33870-3809

Re: Victims of Crime Act (VOCA) Agreement,
Grant number: VOCA-2020-Highlands County Sheriff'-00793

Dear Mr. Vosburg,

Please find attached an Amendment to the 2020/2021 VOCA Agreement and a revised Project Summary form. The Amendment is to increase the total amount of funds awarded by $60,096 for the Children's Advocacy Center. The Amendment modifies the current VOCA Agreement.

Please sign the Amendment and Project Summary where indicated in Adobe Sign. The signed forms will then be routed back to the Bureau of Advocacy and Grants Management through Adobe Sign.

If you have any questions regarding your Agreement, please call me or Courtney Pellegrino, Assistant Bureau Chief at (850) 414-3300.

Sincerely,

Christina Harris
Bureau Chief

CH/rjs
Enclosures

AMENDMENT NO. 2 TO

AGREEMENT BETWEEN THE STATE OF FLORIDA

DEPARTMENT OF LEGAL AFFAIRS

OFFICE OF THE ATTORNEY GENERAL

AND

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

AGREEMENT NUMBER VOCA-2020-Highlands County Sheriff'-00793

The State of Florida, Department of Legal Affairs, Office of the Attorney General, (AGENCY), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the state of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Highlands County Board of County Commissioners, referred to as "the Provider," and jointly referred to as "the Parties amend AGREEMENT NUMBER VOCA-2020-Highlands County Sheriff'-00793 (the AGREEMENT) to increase the total amount of funds available for reimbursement under the AGREEMENT for all approved VOCA allowable costs. Accordingly, the AGREEMENT is amended as follows:

1. Page 16, Article 34, AMOUNT OF FUNDS, is deleted in its entirety and replaced with the following:

   The OAG will reimburse the Provider for contractual services and/or availability to provide services for the entire Time of Performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. Effective April 6, 2021, the total sum of monies available for reimbursement to the Provider for services provided will not exceed $191,789.00.

   "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

   "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 8, AUTHORIZED EXPENDITURES, of this Agreement.

2. All provisions in the AGREEMENT and any attachments thereto in conflict with this amendment are hereby changed to conform with this amendment.

3. All provisions in the AGREEMENT not in conflict with this amendment are still in effect and are to be performed at the level specified in the AGREEMENT.

4. This amendment and all its attachments are hereby made a part of the AGREEMENT.

5. This amendment is effective on April 6, 2021 or upon execution by both parties, whichever is later.

IN WITNESS WHEREOF, the AGENCY and the PROVIDER have executed this Amendment No. 1 to the AGREEMENT.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

BY: Randy Vosburg

AUTHORIZING OFFICIAL

Randy Vosburg

PRINT NAME

Apr 14, 2021

DATE:

FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL

BY: /s/ Richard H. Martin

RICHARD MARTIN
CHIEF OF STAFF

Apr 5, 2021

DATE

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2020-2021**

Subrecipient Name and Address HIGHLANDS COUNTY BOARD OF COUNTY COMMISSI 600 S. Commerce Ave. Sebring, Florida 33870-3809	OAG Grant Number VOCA-2020-Highlands County Sheriff'-00793 Amendment 2	
Subrecipient DUNS Number 073234783	Project Period: From 10/1/2020 To 9/30/2021	
Subrecipient IRS/Vendor/FEIN Number 596000655	Budget Period: From 10/1/2020 To 9/30/2021	
Project Title OVC FY 18 VOCA Victim Assistance Formula	Award Date 12/15/2020	Award is R&D (Y/N) No
	Federal Indirect Cost Rate or De Minimis Rate	
Previous Award Amount $131,693.00	Amount of this Award $60,096.00	Total Award $191,789.00

Special Conditions
The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.

Catalog of Domestic Federal Assistance (CFDA Number)
16.575 – Crime Victim Assistance

Summary Description of Project
This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.

Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2018-2019: From 10/1/2017 to 9/30/2021
OVC Federal Award Number 2018-V2-GX-0018 – Awarded 08-09-2018	OVC Total Award to OAG $210,755,732
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380
Signature, OAG Authorizing Official, Date /s/ Richard H. Martin Apr 5, 2021	Signature, Agency Executive Director, Date Randy Vosburg Apr 14, 2021

Amendment 2 - Highlands County Board of County Commissioners

Final Audit Report 2021-04-15

Created:	2021-04-05
By:	Rebekah Smith (rebekah.smith@myfloridalegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4DeAEvpl9QrNETyKFA44LJ7Wa-Yt__q5

"Amendment 2 - Highlands County Board of County Commissioners" History

Document created by Rebekah Smith (rebekah.smith@myfloridalegal.com)
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Email viewed by Randy Vosburg (rvosburg@hcbcc.org)
2021-04-06 - 11:36:44 PM GMT- IP address: 104.47.65.254

Document e-signed by Randy Vosburg (rvosburg@hcbcc.org)
Signature Date: 2021-04-15 - 2:00:55 AM GMT - Time Source: server- IP address: 4.36.112.241

Agreement completed.
2021-04-15 - 2:00:55 AM GMT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Request approval to waive the application fee for a Special Exception, BOA Hearing No. 1879.**

STATEMENT OF ISSUE

The applicants for BOA Hearing No. 1879 have applied for a Special Exception to allow a family cemetery for one burial plot on their property located at 14100 S Jefferson Ave, Lake Placid. The applicants have requested the application fee to be waived in order to assist with the unexpected expenses.

RECOMMENDED ACTION

Move to approve waiving the application fee for a Special Exception, BOA Hearing No. 1879.

FISCAL IMPACT

The fiscal impact will result in lost revenue in the amount of $975.00.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 1, 2021**

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Request approval of a confirmation letter to the Florida Department of Law Enforcement delineating how the three (3) local law enforcement agencies will spend "JAG-C" grant funding in the amount of $50,648.00.**

STATEMENT OF ISSUE

The Sheriff's Office applied for and received a grant from the Florida Department of Law Enforcement (FDLE) (JAG-C) in the amount of $50,648.00

This particular grant requires allocation of the award to the law enforcement agencies based upon population serviced, and the FDLE requires a confirmation letter from each entity.

RECOMMENDED ACTION

Move approval of a confirmation letter to the Florida Department of Law Enforcement delineating how the three (3) local law enforcement agencies will spend "JAG-C" grant funding in the amount of $50,648.00.

FISCAL IMPACT

This item recognizes grant proceeds in the amount of $50,648 from the Florida Department of Law Enforcement.

Attachments: 060121 51% JAG Letter.docx

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

May 25, 2021

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida *Rule* 11D-9, F.A.C., the Highlands County Board of County Commissioners approves the distribution of $50,648 of Federal Fiscal Year 2020 Edward Byrne Memorial JAG Program funds for the following projects in Highlands County:

Subgrantee/Implementing Agency	Purpose or Title	Allocation Amount
Highlands County Sheriff's Office	Law Enforcement Equipment	$ 43,861
Sebring Police Department	Law Enforcement Equipment	5,415
Lake Placid Police Department	Law Enforcement Equipment	1,372
	Total:	$ 50,648

Sincerely,

Scott Kirouac
Chair, Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **David Nitz, OMB Mananger**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-092 to realign funding within the State Attorney's budget.**

STATEMENT OF ISSUE

When the budget was prepared by the State Attorney's office, most of the Information Technology supplies were budgeted in the Office Supplies account. However, according to the Uniform Accounting System Manual, they actually fall under the Operating Supplies category. This request is for a budget amendment that will move budget for IT supplies into the correct account.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-092 to realign the State Attorney's budget.

FISCAL IMPACT

There is no fiscal impact to Fund 179 (Court Tech 28.24 (12)(E)1) or the overall budget. This budget amendment is realigning funding within cost center 1002B (State Attorney-179), moving $11,500 from account 55100 (Office Supplies) to account 55200 (Operating Supplies).

Attachments: 20-21-092 State Attorney Realignment.pdf

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/12/2021** SUBMITTED BY: **Terri Cassano**

FUND(S): **179** FUND TITLE(S): **Court Tech 28.24 (12)(E)1** COST CENTER(S) #: **1002B**

PROJECT(S) #: ______ PROJECT TITLE(S): ______ COST CENTER TITLE(S): **State Atty - 179**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**179**	**1002B**	**55100**	**Office Supplies**		**14,500.00**		**11,500.00**	**3,000.00**
E	**179**	**1002B**	**55200**	**Operating Supplies**		**46,195.00**	**11,500.00**		**57,695.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Most of the Information Technology supplies that are purchased during the fiscal year fall under the Operating Supplies category by definition instead of the Office Supplies category. This request for a budget transfer will move budget for IT supplies purchases into the correct category.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **20-21-092** **TRANSFER TYPE:**

______ Approval
______ Denial

ACTION:
Board ______ Approved ______ Denied
County Administrator ______ Approved ______ Denied

SIGNATURE: ______

DATE: / /

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

Signature: ______

Posted by Clerk: ______

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 1, 2021**

PRESENTER: **Sarah Beth Rogers, Children's Advocacy Center Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-096 and associated Resolution to include additional funding for project 19054 Florida Network of Children's Advocacy Centers.**

STATEMENT OF ISSUE

The Florida Network of Children's Advocacy Centers increased allocation to the Ruth E. Handley Children's Advocacy Center of Highlands County to specifically fund Child Protection Team (CPT) services on site.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-096 and associated Resolution to include additional funding for project 19054 Florida Network of Children's Advocacy Centers.

FISCAL IMPACT

The Fiscal Impact is an increase to the General Fund 005, Cost Center 3995, Project 19054 in the amount of $704.71.

Attachments: 20-21-096 Project 19054 FNCAC (BA).pdf
20-21-096R Project 19054 FNCAC.pdf
CAC23 Signed Amendment 20.21 additional CPT funds.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
May 20, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/18/2021**

SUBMITTED BY: **Mercedes McNew**

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

PROJECT(S) #: **19054** PROJECT TITLE(S): **FNCAC 20/21** COST CENTER TITLE(S): **Children's Advocacy Center**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Project	19054	28,707.26	704.71		29,411.97
E	005	3995	51200Z	Project Regular Salaries	19054	15,222.50		664.62	14,557.88
E	005	3995	53400Z	Project Contractual Services	19054	10,900.17		762.35	10,137.82
E	005	3995	54000Z	Project Travel and Per Diem	19054	3,202.97		3,202.97	0.00
E	005	3995	54700Z	Project Printing & Binding	19054	1,000.00		953.05	46.95
E	005	3995	55100Z	Project Office Supplies	19054	400.00	726.42		1,126.42
E	005	3995	55403Z	Project Education and Training	19054	3,997.97	2,406.59		6,404.56
E	005	3995	55404Z	Project Dues and Memberships	19054	2,316.76	1,904.72		4,221.48
E	005	3995	55200Z	Project Operating Supplies	19054	0.00	1,249.97		1,249.97

REASON: **To align funds in proper accounts for state approved purchase.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_______________ Approval

_______________ Denial

REQUEST # **20-21-096**

ACTION:
Board _______ Approved _______ Denied
County Administrator _______ Approved _______ Denied

SIGNATURE: _______________

DATE: ____/____/____

TRANSFER TYPE:
XX ITEM TO ITEM
____ RESERVE
XX BY RESOLUTION
____ SUPPLEMENTAL BUDGET

Signature: _______________

Posted by Clerk: _______________

Form Revised 08/05/2020

RESOLUTION NO. 20-21- __________

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING THE AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to appropriate additional funding in the amount of $704.71 for project #19054 that will be received from the Florida Network of Children's Advocacy Centers (FNCAC); and

WHEREAS, the funds must be appropriated to be used for direct services to victims of child abuse or their family members.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this_________day of ______________________, 2021 that budget amendment 20-21-096 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

____
Chairperson

Attest: __________________________
Clerk of Courts

Approved as to Budgetary Requirements

____
OMB Department

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AMENDMENT II
FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTERS
STANDARD CONTRACT

THIS AMENDMENT is entered between the Florida Network of Children's Advocacy Centers, Inc. hereafter referred to as the Network, and Highlands county, a Political Subdivision of the State of Florida , herein referred to as the Provider.

In accordance with the terms of Section III C. of the Standard Contract regarding modification of the Contract, it is mutually agreed that it is in the best interest of the parties that the Contract be modified to reflect a one-time increase of $0.00 for Children's Advocacy Center Subcontracted Services and a one-time increase of $704.71 for Child Protection Team Subcontractor Services in the amount of the Awards provided in the Contract. It is the desire of the parties to make the following changes to the Contract to accommodate this need.

1. This Amendment applies to Section II A. FNCAC Agrees is modified to read:

A. Subcontract Amount
To pay for Subcontracted services according to the conditions of Attachment I up to a maximum amount not to exceed $32,425.94 for Children's Advocacy Subcontracted Services and up to a maximum amount not to exceed $12,915.82 for Child Protection Team Subcontracted Services subject to the availability of funds. The Network and State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this subcontract

2. This Amendment will also modify the Fund Amounts in Exhibit – 1 to the Contract to reflect the one-time increase as follows:

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: $45,341.76

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: Highlands County, a Political Subdivision of the State of Florida	Florida Network of Children's Advocacy Centers
SIGNED BY: DocuSigned by: Randy Vosburg AD6AC4C580FF4D4	SIGNED BY: DocuSigned by: Cindy Vallely BA51C8AE5E75403
NAME: Printed name of Signer	NAME: CINDY VALLELY
TITLE: Title of Signer DATE: 5/14/2021	TITLE: EXECUTIVE DIRECTOR DATE: 5/17/2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

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

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-097 and Resolution to the Conservation Trust Fund allowing revenue from a gopher tortoise habitat management project grant from the Florida Fish & Wildlife Conservation Commission.**

STATEMENT OF ISSUE

The County received a grant for $7,000 for a gopher tortoise management project on the Lake Grassy Scrub property in Lake Placid. The FWC grant covered the majority of the project cost, and Fish and Wildlife Foundation of Florida is covering the remainder which this agenda item is accounting for. All invoices from this project will be reimbursed.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-097 and resolution for the gopher tortoise habitat management grant from the Florida Fish & Wildlife Conservation Commission.

FISCAL IMPACT

The fiscal impact is an increase to Fund 129 (Conservation Trust) in the amount of $2,973.99 for a State grant from the Fish & Wildlife Foundation of FL and a decrease of $1,600 to Fund Balance Brought Forward resulting in a net increase of $1,373.99

Attachments: 20-21-097 Project 20032 Gopher Tortoise Habitat Management (BA).pdf
20-21-097R Proj 20032 Gopher Tortoise Habitat Mgmt.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
May 20, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/19/2021** SUBMITTED BY: **Michael McMillian**

FUND(S): **129** FUND TITLE(S): **Conservation Trust** COST CENTER(S) #: **6307**

PROJECT(S) #: **20032** PROJECT TITLE(S): **Gopher Tortoise Habitat Mgmt** COST CENTER TITLE(S): **Conservation Trust**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	129		3343971Z	Proj FL Fish & Wildlife Comm	20032	7,000.00	2,973.99		9,973.99
R	129		3999100	Fund Balance Brought Forward		3,859.83		1,600.00	2,259.83
E	129	6307	54600Z	Project Repair & Maintenance	20032	8,600.00	1,373.99		9,973.99
									0.00
									0.00
									0.00
									0.00

REASON: **Fish & Wildlife Foundation of FL granted additonal funds to cover the remaining $2,973.99 for gopher tortoise habitat management at the Grassy Lake Scrub property in Lake Placid, reducing the need of Fund Balance in the Conservation Trust Fund.**

OFFICE USE ONLY

OMB RECOMMENDATION:

__________ Approval

__________ Denial

REQUEST # **20-21-097**

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

SIGNATURE: __________

DATE: / /

TRANSFER TYPE:

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

Signature: __________

Posted by Clerk: __________

Form Revised 08/05/2020

RESOLUTION NUMBER 20-21-______

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE CONSERVATION TRUST FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the Conservation Trust Fund; and

WHEREAS, to set up additional funds available from the Fish & Wildlife Foundation of FL to cover the remaining $2,973.99 for gopher tortoise habitat management at the Grassy Lake Scrub property in Lake Placid, thus reducing the need of Fund Balance in the Conservation Trust Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this __________ day of _______________, 2021 that budget amendment 20-21-097 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

____
Chairperson

Attest:___________________________
Clerk of Courts

Approved as to Budgetary Requirements

____
OMB Department

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Sherry Sutphen, County Attorney**

SUBJECT/TITLE: **An Ordinance of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Sun 'N Lake of Sebring Improvement District Code Enforcement; Providing for Legislative Findings and Intent; Providing for an Amendment to Section 9-102; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Codification and Scrivener's Errors; Providing for Conflicts Providing for Severability; and Providing an Effective Date.**

STATEMENT OF ISSUE

The Board of Supervisors of the Sun ‘n Lake of Sebring Improvement District adopted Resolution No. 2021-04/23-09 proposing revisions to the definition of “Prepared Surface” in Section 9-102, Highlands County Code of Ordinances. On April 26, 2021, the Sun ‘n Lake of Sebring Improvement District submitted Resolution No. 2021-04/23-09 to Highlands County requesting that the definition of “Prepared Surface” be revised in the Highlands County Code of Ordinances and it is in the best interest of the Sun 'N Lake Improvement District to amend the Highlands County Code of Ordinance to reflect the revised definition of "Prepared Surface".

RECOMMENDED ACTION

Move to approve the Ordinance of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Sun 'N Lake of Sebring Improvement District Code Enforcement; Providing for Legislative Findings and Intent; Providing for an Amendment to Section 9-102; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Codification and Scrivener's Errors; Providing for Conflicts Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

There is no fiscal impact

Attachments: Ordinance Amending 9-102-prepared surface .SNL- 042621.SGS.pdf
Notice of Public Hearing-052021.pdf

ORDINANCE NO. 20-21-17

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT CODE ENFORCEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO SECTION 9-102; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 23, 2021, the Board of Supervisors of the Sun 'n Lake of Sebring Improvement District adopted Resolution No. 2021-04/23-09 proposing revisions to the definition of "Prepared Surface" in Section 9-102, Highlands County Code of Ordinances; and

WHEREAS, on April 26, 2021, the Sun 'n Lake of Sebring Improvement District submitted Resolution No. 2021-04/23-09 to Highlands County requesting that the definition of "Prepared Surface" be revised in the Highlands County Code of Ordinances; and.

WHEREAS, the County has determined that it is in the best interest of the Sun 'n Lake Improvement District to amend the Highlands County Code of Ordinances to reflect the revised definition of "Prepared Surface".

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

SECTION 1. **<u>LEGISLATIVE FINDINGS AND INTENT.</u>** The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. **<u>AMENDING HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, STREETS, HIGHWAYS AND PUBLIC IMPROVEMENTS, ARTICLE V, SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT, SECTION 9-102, MINIMUM MAINTENANCE STANDARDS, PARKING AND KEEPING AND MAINTAINING ANIMALS</u>**. Highlands County Code of Ordinances, Chapter 9, Streets, Highways and Public Improvements, Article V, Sun 'N Lake of Sebring Improvement District, Section 9-102 Minimum Maintenance Standards, Parking and Keeping And Maintaining Animals, is hereby amended as follows:

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

Sec. 9-102. - Minimum maintenance standards, parking and keeping and maintaining animals.

***

(b) *Definitions.* To the extent not inconsistent with this section, the definitions contained elsewhere in this article and in the Code of Ordinances, Highlands County, Florida, shall define the words contained in this section. The following definitions shall apply for purposes of this section:

***

Prepared surface means the portion of a yard modified to accommodate the parking of motor vehicles~~,~~ that complies with all the following conditions:

(1) Does not exceed 50~~30~~ percent of the surface area of the front yard;
(2) Does not intersect with any district maintained road, right of way, or utility easement;
(3) Does not consist of any area which is behind any structure nor any area constructed in such a manner that any portion of the prepared surface is behind the front line of the house;
(4) Meets all setback requirements as defined within Highlands County Land Development Regulations;
(5) Consists of concrete, concrete pavers, asphalt, crushed concrete, crushed shell, crushed limestone, rock, or other substantially similar material with durability lasting greater than six months. Grass and mulch are not appropriate for this application.
(6) Is constructed to a minimum depth of two inches;
(7) Is bordered by curbing, landscape timbers, or other substantially similar material designed for the purpose of preventing the scattering of fill material which delineates the parking area.

***

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

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the amendments to Section 9-102 of the Highlands County Code of Ordinances, as set forth herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. <u>CODIFICATION; SCRIVENER'S ERRORS.</u>

A. Sections in this Ordinance shall be codified in the Board of County Commissioners of 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 Board of County Commissions of 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 Clerk and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. <u>CONFLICTS.</u> All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. <u>SEVERABILITY.</u> If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 8. <u>EFFECTIVE DATE.</u> This Ordinance shall become effective immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:______________________________
Scott A. Kirouac, Chairman

ATTEST__________________________
Jerome Kaszubowski, Clerk

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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **June 1, 2021,** at **9:00 a.m.**, or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location <u>and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns</u>:

ORDINANCE NO. 20-21-17

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT CODE ENFORCEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO SECTION 9-102; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the above entitled ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, during the public hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made including the testimony and evidence upon which such appeal is based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Florida Statutes, Section 286.26, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6792 (voice) or via Florida Relay Service 711, or by e-mail: sbennett@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
Scott A. Kirouac, Chairman

ATTEST:
Jerome Kaszubowski, Clerk

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 6/1/2021

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

SUBJECT/TITLE: **Insurance Committee's recommendation for insurance premium structure, plan design and stop loss deductible for plan year 2021-2022**

STATEMENT OF ISSUE

At the May 11, 2021 Special Meeting of the Insurance Committee, the Gehring Group presented several options for funding the 2021-2022 Plan Year. The Committee is recommending the following:

1) Medical Insurance - To continue health insurance to employees with three different plan options; the Base, Mid and Premium. The base plan will be a free plan to employees, which is the same as last year but will change to a Qualified High Deductible Health Plan (QHDHP) and include a Health Savings Account (HSA). The QHDHP premium cost to the County will be $850 per participant, which includes $818 premium and a $32 contribution going into a HSA for each employee. The Mid and Premium plan costs also increase from $818 to $850 per employee and HSAs are not allowable for these 2 type plans. Flexible Spending Accounts (FSA) will still be available for those enrolled the Mid and Premium plans. The total County increase is estimated at 3.9%, or $316,416 from the previous year based on 824 participants.
2) HSA Evaluation - Recommendation that the County absorb the administrative costs for the HSAs, which is $2.50 per participant per month. Examples of the annual premium cost to the County is attached. If current enrollment remains constant at 487 participants then the annual cost would be $14,610.
3) Medical ASO and Stop Loss Evaluation - The stop loss deductible will remain the same as last year at $225,000. The fixed costs are increasing to $44,199 or 3.5%, which is included in the total plan cost increase of $556,212. To summarize, the County will absorb 64% of the total increase and the employees will absorb 36% of the increase. Based on the 64%, the estimated fixed cost increase to the County will be $28,287.
4) Dental Insurance - To continue the three options for Dental; the Base, Mid and Premium. The County's estimated increase as compared to prior year is 3.5% or $5,477 based on 900 participants.

RECOMMENDED ACTION

Request approval of the Insurance Committee's recommendation

FISCAL IMPACT

The total County fiscal impact represents an estimated increase of $364,790 to the Insurance Fund for the plan year 2021-2022, depending on the number plan participants and their choice of plan options.

Attachments: 051121- Highlands - Option 2c.pdf
Insurance Committee Minutes 5.11.2021.pdf
050621 - Highlands - Dental Contributions option 2.pdf

050621 - Highlands - HSA RFP Evaluation.pdf
052521 - Highlands - ASO and Stop Loss Exhibit.pdf

Highlands County Board of County Commissioners
Medical Contribution Scenarios
October 1, 2021 - September 30, 2022

		Current					Option 2c Board Contributes $850 ($818 for Base + $32 for H.S.A.) Total Rate Increases: 0% Base, 7.1% Mid, 7.1% Premium					
	Enrollment	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	EE/Pay Increase
Medical												
Base	**487**						0.0% Total Rate Increase					
	487	Health Savings Account Funding					$32.00	$0.00	$0.00	$32.00	0.0%	-
Employee	324	$818.00	$0.00	$0.00	$818.00	0.0%	$818.00	$0.00	$0.00	$818.00	0.0%	$0.00
Employee + Spouse	65	$818.00	$341.00	$170.50	$1,159.00	29.4%	$818.00	$341.00	$170.50	$1,159.00	29.4%	$0.00
Employee + Child(ren)	43	$818.00	$273.00	$136.50	$1,091.00	25.0%	$818.00	$273.00	$136.50	$1,091.00	25.0%	$0.00
Employee + Family	55	$818.00	$498.00	$249.00	$1,316.00	37.8%	$818.00	$498.00	$249.00	$1,316.00	37.8%	$0.00
Mid	**211**						7.1% Total Rate Increase					
Employee	104	$818.00	$148.00	$74.00	$966.00	15.3%	$850.00	$185.00	$92.50	$1,035.00	17.9%	$18.50
Employee + Spouse	37	$818.00	$539.00	$269.50	$1,357.00	39.7%	$850.00	$604.00	$302.00	$1,454.00	41.5%	$32.50
Employee + Child(ren)	26	$818.00	$460.00	$230.00	$1,278.00	36.0%	$850.00	$519.00	$259.50	$1,369.00	37.9%	$29.50
Employee + Family	44	$818.00	$718.00	$359.00	$1,536.00	46.7%	$850.00	$796.00	$398.00	$1,646.00	48.4%	$39.00
Premium	**126**						7.1% Total Rate Increase					
Employee	50	$818.00	$297.00	$148.50	$1,115.00	26.6%	$850.00	$345.00	$172.50	$1,195.00	28.9%	$24.00
Employee + Spouse	31	$818.00	$737.00	$368.50	$1,555.00	47.4%	$850.00	$816.00	$408.00	$1,666.00	49.0%	$39.50
Employee + Child(ren)	15	$818.00	$650.00	$325.00	$1,468.00	44.3%	$850.00	$723.00	$361.50	$1,573.00	46.0%	$36.50
Employee + Family	30	$818.00	$941.00	$470.50	$1,759.00	53.5%	$850.00	$1,035.00	$517.50	$1,885.00	54.9%	$47.00
Annual Total	**824**	**$8,088,384**	**$2,590,296**		**$10,678,680**		**$8,404,800**	**$2,830,092**		**$11,234,892**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$316,416**	**$239,796**		**$556,212**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**3.9%**	**9.3%**		**5.2%**		

Enrollment as of March 1, 2021

Includes Board H.S.A. Funding of $32/month for all enrolled on HDHP

INSURANCE COMMITTEE MINUTES
May 11, 2021

Members in Attendance:	Chris Campbell, Chairman Rob Reed, Highlands County Sheriff Haydeliz High, Tax Collector Belinda Decker, Clerk of Courts Estela Patrick, BCC Employee Representative Omar DeJesus, Sun 'N Lake of Sebring Improvement District Dusty Johnson, Public Citizen Samuel Klatt, Property Appraiser
Others in Attendance:	Tanya Cannady, Business Services Director Elaine Wood, BCC Human Resources Athena Erchard, Gehring Group Shawn Fleming, Gehring Group

The meeting was called to order at 10:03 A.M. by Commissioner Campbell, Chairman.

The announcement sheet was read by Commissioner Campbell.

Old Business:

None.

New Business:

May 4 Board Meeting

Tanya Cannady stated that the recommendations of the Insurance Committee from the April 15th meeting to remove the 4th Quarter Carryover for Deductibles and to change the "Base" plan to a Qualified High Deductible Health Plan (QHDHP or HDHP) and authorize a Health Savings Account (HSA) for employees were approved by the Board of County Commissioners at their May 4th meeting.

Rate Renewal Discussion:

Athena Erchard started the discussion with an overview of the Cost Scenario Summary. She explained that a there was a recommended option 2c that had been added to the packet. This option included an increase of the Board contribution to each employee's health plan of $32.00 per month. For the Mid and Premium plans, that additional amount would be added to the share of the premium that the Board pays. The amount would increase from $818.00 a month to $850.00 a month.

For the new Qualified High Deductible Health Plan (QHDHP), the Board paid premium amount would stay at $818.00. The additional $32.00 per month would be contributed to a Health Savings Account (HSA) opened for each employee who elected the QHDHP. Employees who elect the Mid and Premium plans cannot open HSA accounts. Athena explained the general HSA rules and that they are governed by the IRS. The County currently has 74 employees on the Base plan who have Flexible Spending accounts (FSA). An employee cannot contribute to an HSA and an FSA at the same time. The current FSA contributions must continue through December 31, 2021. In 2022, employees with the QHDHP can have the HSA and a limited FSA that may only be used for dental and vision. Dusty Johnson made a motion to recommend Option 2c to the Board. Sam Klatt seconded the motion. All members voted "aye," except for Belinda Decker and Estela Patrick, who voted "nay". The motion carried.

The second topic for discussion involved an increase to the Dental premium. The premium has not increased in the last few years. Athena recommended an increase to keep the plan well-funded. There were 2 options presented which raise the Board contribution and the employee contributions. Rob Reed made a motion to recommend Option 2 to the Board and Belinda Decker seconded the motion. All members voted "aye" and the motion carried.

Athena pointed out that there will be administrative costs for the Health Savings accounts. The accounts will be administered by P & A, the company that administers the Flexible Spending Accounts. The Committee members discussed the options of paying the fees of $2.50 per account per month from the $32.00 monthly contribution from the Board. The current fee for FSA accounts of $3.50 per account per month is paid by the Board. Dusty Johnson made a motion to have the administrative fees paid by the Board, not from the $32.00 contributions. Rob Reed seconded the motion. All members voted "aye" and the motion carried.

There being no further business, Chairman Campbell adjourned the meeting at 11:08 AM.

G:\BUS\HR\.New PER (To be retained)\1. HR Department\. INSURANCE COMMITEE\1. Meeting Packets 2021\May 11 Meeting\Insurance Committee Minutes .2021.doc

Highlands County Board of County Commissioners
Dental Contribution Scenarios
October 1, 2021 - September 30, 2022

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Enrollment	Current					Option 2					
		Employer	Employee	EE Per Pay (24)	Total	EE % Prem	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	EE/Pay Increase
Medical												
Base	**168**						3.5% Total Rate Increase					
Employee	168	$14.49	$0.00	**$0.00**	$14.49	0.0%	$15.00	$0.00	**$0.00**	$15.00	0.0%	**$0.00**
Mid	**133**						3.9% Total Rate Increase					
Employee	62	$14.49	$13.18	**$6.59**	$27.67	47.6%	$15.00	$14.00	**$7.00**	$29.00	48.3%	**$0.41**
Employee + Spouse	35	$14.49	$37.62	**$18.81**	$52.11	72.2%	$15.00	$39.00	**$19.50**	$54.00	72.2%	**$0.69**
Employee + Child(ren)	23	$14.49	$48.48	**$24.24**	$62.97	77.0%	$15.00	$50.00	**$25.00**	$65.00	76.9%	**$0.76**
Employee + Family	13	$14.49	$65.48	**$32.74**	$79.97	81.9%	$15.00	$68.00	**$34.00**	$83.00	81.9%	**$1.26**
Premium	**599**						3.7% Total Rate Increase					
Employee	276	$14.49	$15.02	**$7.51**	$29.51	50.9%	$15.00	$16.00	**$8.00**	$31.00	51.6%	**$0.49**
Employee + Spouse	129	$14.49	$41.09	**$20.55**	$55.58	73.9%	$15.00	$42.00	**$21.00**	$57.00	73.7%	**$0.46**
Employee + Child(ren)	59	$14.49	$52.68	**$26.34**	$67.17	78.4%	$15.00	$55.00	**$27.50**	$70.00	78.6%	**$1.16**
Employee + Family	135	$14.49	$70.81	**$35.41**	$85.30	83.0%	$15.00	$73.00	**$36.50**	$88.00	83.0%	**$1.10**
Annual Total	**900**	**$156,492**	**$314,565**		**$471,057**		**$161,969**	**$326,437**		**$488,406**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$5,477**	**$11,872**		**$17,349**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**3.5%**	**3.8%**		**3.7%**		

Highlands County Board of County Commissioners
HSA Evaluation
Effective Date: January 1, 2022

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Administration		**P&A Group**
HSA Funding Methods		ACH, ER Payroll Deductions
HSA Benefits Card		Included
Online HR Access Training		Included
Additional/Replacement Benefit Cards		Included
Online HR Access		Included
Reporting		Included
Fees		
Online Enrollment Fee		$0
Check Copies		$0
Monthly Service Charge		$0
Wire Transfer		$0
Debit Card Transactions		$0
Account Closing/Transfer Fee		$25
Insufficient funds/overdraft		$0
Check Reimbursement (withdrawal)		$15/per check
Returned Deposited Item		$0
Optional Services		
Additional Group Meetings		Quoted Upon Request
Travel and Expenses		Quoted Upon Request
Rate Guarantee		
Annual Minimum		N/A
Per Participant Per Month		$2.50
Annual Premium (100% Enrollment from Base Plan)	**487**	**$14,610**
Annual Premium (90% Enrollment from Base Plan)	**438**	**$13,140**
Annual Premium (70% Enrollment from Base Plan)	**341**	**$10,230**
Annual Premium (50% Enrollment from Base Plan)	**244**	**$7,320**
Annual Premium (30% Enrollment from Base Plan)	**146**	**$4,380**
Annual Premium (10% Enrollment from Base Plan)	**49**	**$1,470**

Highlands County Board of County Commissioners
Medical ASO & Stop Loss Evaluation
Effective Date: October 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

			Current			Renewal	
			Cigna			Cigna	
MEDICAL ADMINISTRATION							
Rate Guarantee		9/30/2022	9/30/2023	9/30/2024	9/30/2022	9/30/2023	9/30/2024
Composite Rate		$43.00	$43.75	$44.52	$43.00	$43.75	$44.52
TOTAL ADMINISTRATIVE COSTS	*824*		**$425,184**			**$425,184**	
$ Increase / (Decrease)			**N/A**			**$0**	
% Increase / (Decrease)			**N/A**			**0.0%**	
SPECIFIC STOP LOSS							
Lasered Claimants			No Laser			No Laser	
Specific Deductible			**$225,000**			**$225,000**	
Covered Benefits			Medical & Prescription			Medical & Prescription	
Contract Basis			36/12			48/12	
Annual Max Reimbursement			Unlimited			Unlimited	
Composite Rate			$79.06			$83.02	
TOTAL ISL ANNUAL PREMIUM	*824*		**$781,745**			**$820,902**	
$ Increase / (Decrease)			**N/A**			**$39,156**	
% Increase / (Decrease)			**N/A**			**5.0%**	
AGGREGATE STOP LOSS							
Claims Corridor			125%			125%	
Covered Benefits			Medical & Prescription			Medical & Prescription	
Contract Basis			36/12			48/12	
Annual Max Reimbursement			Unlimited			Unlimited	
Composite Rate			$5.43			$5.94	
TOTAL ASL PREMIUM	*824*		**$53,692**			**$58,735**	
$ Increase / (Decrease)			**N/A**			**$5,043**	
% Increase / (Decrease)			**N/A**			**9.4%**	
TOTAL FIXED COSTS			**$1,260,621**			**$1,304,820**	
$ Increase / (Decrease)			**N/A**			**$44,199**	
% Increase / (Decrease)			**N/A**			**3.5%**	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 20201

PRESENTER:	**Jonathan Harrison, Road and Bridge Director**
SUBJECT/TITLE:	**A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Roadways; Providing for Legislative Findings and Intent; Providing for Approval of Counting Maintained Roadways; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.**

STATEMENT OF ISSUE

The Highlands County roadway system, as it pertains to maintenance responsibilities, is in need of revision. Errors in approved maintenance segments and erroneous roadway category listings need to be officially updated. The dissolution of maintenance is optimal for many unused and degraded roads as it will alleviate present issues and prevent future maintenance problems that will arise. Road segments pertaining to platted roadways, reconstruct roadways, undeveloped roadways, and private roadways are the various categories that have been analyzed and deemed a priority to dissolve maintenance. This resolution is beneficial as it removes Highlands County from any responsibility to perform maintenance on roadways that do not meet current standards.

RECOMMENDED ACTION

Move to approve the Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Roadways; Providing for Legislative Findings and Intent; Providing for Approval of Counting Maintained Roadways; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

The fiscal impact is unknown

Attachments: Resolution - County maintained roads -051321.SGS.pdf
Highlands County Maintenance Power Point.pptx

RESOLUTION NO. 20-21-107

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO COUNTY MAINTAINED ROADWAYS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF COUNTY MAINTAINED ROADWAYS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County owns and maintains a roadway system throughout the County; and

WHEREAS, the County maintains a list of such roadways which it from time to time updates as it deems necessary and appropriate in its sole discretion; and

WHEREAS, the County's Road and Bridge Department has reviewed the current list of maintained roadways in the County based on certain evaluation criteria and recommends revisions to the same; and

WHEREAS, the County has determined that it is appropriate and in the best interest of the citizens and traveling public to revise the list of County maintained roadways.

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

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

SECTION 2. Approval of County Maintained Roadways.

A. The list of County maintained roadways attached hereto as **Exhibit "A"** is hereby approved as the current list of County maintained roadways and shall supersede and replace any list approved prior to the date of this Resolution.

B. The County Engineer is hereby directed to update the Official Map of Roads and Streets to reflect the revisions approved by this Resolution.

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

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

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

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

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

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

PASSED AND ADOPTED this ____ day of June, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: ________________________________
Scott A. Kirouac, Chairman

ATTEST:

____
Jerome Kaszubowski
Highlands County Clerk of Court

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Exhibit "A"
List of County Maintained Roadways

ID	Street	Length.amt	Length.unit	Location Description
MISCELLANEOUS				
1077	DESERT WIND AVE	846.6	ft	BALL ST TO THE NORTH
1350	JOHN SMOAK RD	1478.4	ft	C 17A TO NE & PARALLEL TO RXR
1456	E LAKE PYTHIAS RD	2692.8	ft	W OFF CR 627, S TO POLK COUNTY L
1637	MAXCY GROVE RD	1320	ft	SR 17 TO BYRON
1838	PAUL RD	3537.6	ft	HICORIA RD TO S
1951	E REX BEACH RD	4224	ft	ANGELO LAKE RD TO E(NON-MAINTAINED)
2117	BANTA ST	1267.2	ft	S17 TO W
2472	JOYNER RD	2640	ft	BEN HILL GRIFFIN RD to S
2509	OLD PLANTATION AVE	1320	ft	LUNSFORD RD TO NORTH
160605	TAPPAN LN	1320	ft	SR 17 S TO BYRON BLVD
127598	WALDRON AVE	834	ft	NORTH END OF ROAD
2009949	BANTA ST	633.6	ft	TWITTY RD TO ROMAINE AVE
102965	POPASH RD	723.5	ft	GARDENIA AVE TO FLOWER TER
2009980	TOBY ST	660	ft	US 27 TO BIT AVE
1455	LAKE PLACID DUMP RD	369.6	ft	CR-621 TO DUMP
100070	IVY ST	1003.2	ft	HIGHLANDS LAKE DR TO LAKE ISTOKPOGA
101185	SUNSHINE LN	366	ft	PEPPER DR TO THE NORTH
1865	NW NEW PINE RIDGE RD	1,267.20	ft	NEW PINE RIDGE TO THE NORTH
101986	RISE TER	264	ft	WHITE CEDAR TO END OF MAINTENANCE
UNIT 3				
100672	NORSEMAN AVE NW	844.8	ft	BEAVER ST NW TO CHALLENGER ST NW
1012	EXCALIBER CT NW	316.8	ft	N OFF CONCORD PKWY TO CUL-DE-SAC
1019	FALCON CT NW	316.8	ft	N OFF CONCORD PKWY TO CUL DE SAC
1021	FALCON WAY NW	686.4	ft	S OFF CONCORD PKWY TO CUL-DE-SAC
1102	GASPARILLA WAY NE	686.4	ft	S OFF ISLAND PKWY NE
1124	GOLDEN EAGLE WAY	686.4	ft	S OFF CONCORD PKWY TO CUL-DE-SAC
1191	HATTERAS CT NE	395	ft	N OFF ISLAND PKWY NE
1192	HATTERAS WAY NE	686.4	ft	S OFF ISLAND PKWY
1307	ISABELA CT NE	395	ft	N OFF ISLAND PKWY NE
1308	ISABELA WAY NE	686.4	ft	S OFF ISLAND PKWY NE
1329	JAMAICA CT NE	395	ft	N OFF ISLAND PKWY NE
1330	JAMAICA WAY NE	686.4	ft	S OFF ISLAND PKWY
1346	JET CT NW	264	ft	N OFF CONCORD PKWY TO CUL-DE-SAC
1374	KEY LARGO CT NE	395	ft	N OFF ISLAND PKWY
1381	KING AIR CT NW	316.8	ft	N OFF CONCORD PKWY TO CUL-DE-SAC
1488	LANAI CT NE	395	ft	N OFF ISLAND PKWY
1489	LANCE CT NW	316.8	ft	N OFF CONCORD PKWY TO CUL-DE-SAC
1510	LEAR AVE NW	528	ft	BEAVER ST NW TO ARROW ST NW
1716	NAVAJO CT NW	316.8	ft	N OFF CONCORD PKWY TO CUL-DE-SAC
1804	OTTER AVE NW	844.8	ft	BEAVER ST NW TO CHALLENGER ST NW
2125	SKY HAWK PL NW	475.2	ft	AEROSTAR AV NW TO PLACID LAKES BLVD
2160	SPITFIRE ST NW	897.6	ft	DERRINGER NW TO AEROSTAR AVE NW
2287	THUNDERBOLT PL NW	475.2	ft	AEROSTAR AVE NW TO PLACID LAKES BLVD
415	ASTRO WAY NW	686.4	ft	S OFF CONCORD TO CUL-DE-SAC
435	AEROSTAR AVE NW	2164.8	ft	TOBLER BLVD NW TO CHALLENGER AVE
465	AMERICAN ST NW	897.6	ft	SENICA DR E TO MUSTANG AVE NW
495	ARROW PL NW	264	ft	MUSTANG AVE NW TO LEAR NW
496	ARROW ST NW	528	ft	LEAR AVE NW,E TO KINGFISHER
563	BEAVER ST NW	1795.2	ft	SENECA DR TO KINGFISHER AVE NWW
566	BEECH CT NW	316.8	ft	N OFF CONCORDE PKWY TO CUL-DE-SA
571	BELLANCA ST NW	897.6	ft	SENCA DR NW TO MUSTANG AVE NW
622	BONANZA AVE NW	2164.8	ft	TOBLER BLVD NW TO CHALLENGER AVE
637	BRAVE ST NW	528	ft	LEAR AVE NW TO KINGFISHER AVE NW
730	CESSNA CT NW	316.8	ft	N OFF CONCORDE PKWY TO CUL DE SA
760	CITATION ST NW	844.8	ft	MUSTANG AV NW TO KINGFISHER AV N

780	CLIPPER AVE NW	2164.8	ft	TOBLER BLVD NW TO CHALLENGER AVE
793	COLT PL NW	590.4	ft	W OF KINGFISHER TO CUL DE SAC
861	DAKOTA ST NW	897.6	ft	DERRINGER AVE TO AEROSTAR AVE NW
874	DEBONAIR CT NW	316.8	ft	N OFF CONCORD PKWY TO CUL-DE-SAC
902	DEVON CT NE	395	ft	N OFF ISLAND PKWY NE
100033	MORNINGSIDE DR	580.8	ft	MORNING MIST TO VAGABOND
100682	CANYON DR	633.6	ft	VAGABOND TO COLEBROOK
100683	WILDWOOD CT	316.8	ft	STARDUST TO HOSSLER
100684	CARTIER AVE	1056	ft	BLUE HORIZON TO WILDWOOD
100685	CONCERT DR	1372.8	ft	JACK WEISSER TO CARTER
100686	SUMMER WIND LN	1320	ft	CROWN TO FAWNWOOD
100688	CROWN DR	2904	ft	RHYTHM DR TO BLUE HORIZON
100716	JOY DR	686.4	ft	HAYMAKER AVE TO FAWNWOOD AVE
100722	ISLAND MIST DR	1161.6	ft	FAWN WOOD AVE TO CROWN DR
100723	BRIARWAY DR	1425.6	ft	FAWNWOOD AVE TO CROWN DR
101038	MORNINGSIDE DR	264	ft	JACK WEISSER TO MORNINGMIST
101077	STARDUST DR	1003.2	ft	WILDWOOD TO RHYTHM DR
101078	VAGABOND AVE	537	ft	MORNING MIST TO LAKELAND
101142	LAKELAND DR	580.8	ft	MORNING MIST AVE TO VAGABOND AVE
101186	HOSSLER AVE	331.4	ft	WILDWOOD DR TO BLUE HORIZON DR
101538	CRYSTAL AVE	254.5	ft	CR 29 TO LAKELAND DR
103057	RHYTHM DR	522	ft	RHYTHM DR TO CROWN DR
1087	SUMMERDALE LN	2143	ft	HOSSLER TO CROWN
1115	SUMMERSWEET DR	2270.4	ft	HOSSLER TO CROWN
1116	GLOAMING DR	1350	ft	FAWNWOOD AVE TO CROWN DR
1303	IRIS LN	316.8	ft	RHYTHM DR TO DARGEN DR
1446	LAKE LN	264	ft	DARGEN DR TO CRYSTAL LAKE DR
1480	DARGEN DR	4963.2	ft	JACK WEISSER TO RHYTHM
1567	LOUISE LN	897.6	ft	LAKELAND DR TO CRYSTAL LAKE DR
1614	MARIONETTE AVE	1003.2	ft	SUMMERDALE TO BLUE HORIZON
1693	MORNING MIST AVE	1322	ft	JACK WEISSER BLVD TO MORNINGSIDE
1955	RHYTHM CT	686.4	ft	JACK WEISSER BLVD TO RHYTM DR
1956	RHYTHM DR	5702.4	ft	JACK WEISSER BLVD TO DARGEN DR
2009938	DANBY DR	809	ft	FAWNWOOD AVE TO LAKELAND DR
2105	SHOWBOAT AVE	1231	ft	BLUEHORIZON DR TO WILDWOOD DR
2175	STARDUST AVE	1372.8	ft	BLUEHORIZON TO WILDWOOD
2197	SUMMER TIME LN	1056	ft	HOSSLER AVE TO ELEANOR BLVD
2434	WHISTLER LN	316.8	ft	CRYSTAL LAKE DR TO DARGEN DR
2440	HORNET CT	316.8	ft	SHOWBOAT TO STARDUST
2442	JUBILEE DR	739.2	ft	HAYMAKER TO IMPATIENS
599	BLISS AVE	369.6	ft	SUNWAY DR TO RHYTHM DR
613	BLUE SKY DR	1267.2	ft	FAWN WOOD TO CROWN
751	CHORALE DR	1214.4	ft	JACK WEISER BLVD TO CARTER
756	CINEMA DR	3009.6	ft	JACK WEISSER BLVD TO ELEANOR BLV
847	CRYSTAL LAKE DR	4065.6	ft	JACK WIESSER BLVD TO LAKELAND DR
872	CASHMERE DR	580.8	ft	MORING MIST AVE TO VAGABOND
878	DEEP PURPLE DR	1320	ft	FAWNWOOD TO CROWN
929	SUMMER OAK DR	1267.2	ft	MOONGLOW AVE TO DRAMA CT
930	SUNWAY DR	2851.2	ft	FAWNWOOD TO ELEANOR
932	DRAMA CT	686.4	ft	WILDWOOD DR TO LAKELAND DR
934	DREAMLAND AVE	580.8	ft	CINEMA DR TO RHYTHM DR
978	ELEANOR BLVD	2595	ft	BLUE HORIZON TO RYTHM DR
100390	TAHITI AVE	897.6	ft	TWILIGHT TO CONCERT DR
100392	VIENNA AVE	739.2	ft	TWILIGHT TO CONCERT
101137	LAKE HELEN DR	792	ft	APPLE BLOSSOM AVE TO SE, SWALLOW
1266	CONWAY AVE	739.2	ft	DEEP RIVER DR TO DEVOTION DR
1685	MOON CT	316.8	ft	BLUEMOON AVE TO BLUESHADOW AVE
1688	MOON RIVER AVE	2580	ft	FAIRFIELD AVE TO CONCERT DR
2000	HARMON AVE	475.2	ft	SWALLOW TO MORNINGSIDE

200871	DREAMLAND DR	2306	ft	GLEAMING AVE TO TAHITI AVE
2086	HOLLOW LN	1108.8	ft	SUN AVE TO GLORIA BLVD
2201	SUN CT	369.6	ft	CONCERT DR TO DRAMA DR
2211	SUNFLOWER AVE	1161.6	ft	TWIGHLIGHT TO CONCERT DR
2225	SURRENDER AVE	1056	ft	DEEP RIVER DR TO DEVOTION DR
2226	SURRENDER CT	1148	ft	DEEP RIVER DR TO DEVOTION DR
2229	SWALLOW CT	844.8	ft	SUN AVE TO GLORIA BLVD
2230	HOUSE FINCH DR	528	ft	SWALLOW CT TO GLORIA BLVD,
2780	SWEETHEART AVE	1161.6	ft	TWILIGHT TO CONCERT
454	ALLEGHENY AVE	1108.8	ft	SUMMERHILL TO SWALLOW DR
457	ALOHA CT	528	ft	LAKE GLORIA DR TO MORINGSIDE DR
458	ALOHA LN	475.2	ft	LK GLORIA DR TO MORNINGSIDE DR
466	AMOROUS AVE	1163	ft	DEEP RIVER DR TO DEVOTION DR
520	AVALON LN	528	ft	SUN AVE TO GLORIA BLVD
521	AVALON CT	686.4	ft	SUN AVE TO GLORIA BLVD
54	SUN LN	264	ft	DRAMA DR TO CONCERT DR
606	BLUE SHADOW CT	475.2	ft	ROSE LN TO RUBA AVE
609	RUBA AVE	844.8	ft	SWALLOW DR TO MORNINGSIDE DR
879	DEEP RIVER CT	686.4	ft	APPLE BLOSSOM AVE TO CONWAY AVE
884	DELTA LN	528	ft	SWALLOW DR TO MORINGSIDE DR
886	DELTA CT	422.4	ft	SWALLOW DR TO MORINGSIDE DR
905	DEVOTION DR	2679	ft	APPLE BLOSSOM AVE TO WILD ROSE

UNIT 2

103055	SOUTH CT	180	ft	S DAHLIA DR TO CUL DE SAC
103075	NORTH CT	264	ft	S DAHLIA DR TO CUL DE SAC
1059	CHESLEY ST	1243	ft	DEAN AVE TO BROOKLYN AVE
1097	GARFIELD PL	1478.4	ft	WILDFLOWER TO JONATHAN
1134	GRAMATAN AVE	2610	ft	WESTERN BLVD TO WILDFLOWER ST
1153	GREENWICH CT	739.2	ft	GRAMATAN AVE TO MICHELE AVE
1176	DE GAULLE AVE	897.6	ft	LAKE CREWS AVE TO DAFFODIL ST
1259	HOLLYWOOD ST	2164.8	ft	CERLEW RD TO S DAHLIA DR
129190	ALDEN SQ	264	ft	WILDFLOWER ST TO BROCKWAY ST
1320	EMORY AVE	1372.8	ft	WILDFLOWER ST TO DAFFODIL ST
1342	KENNEDY AVE	1478.4	ft	BUCKLEY RD TO DAFFODIL ST
1353	JONATHAN ST	2230	ft	HOLIFIED TO ASTER
1380	KING ST	792	ft	ASTER TO TREMONT
1410	LAKE CT	211.2	ft	HOLIFIELD AVE TO S
1574	LYNBROOK ST	528	ft	GRAMATAN AVE TO MICHELE AVE
1582	FINCASTLE AVE	1320	ft	WILDFLOWER TO DAFFODIL ST
1590	MADISON PL	1320	ft	COOK ST S TO COOK ST N
1612	MARILYN ST	1320	ft	BROOKLYN TO FAIRLANE
1677	EVERSHINE AVE	1267.2	ft	BUCKLEY RD TO DALLODIL ST
1683	MOODY AVE	1003.2	ft	BRYCE TO DAFFODIL
1689	MOORE ST	580.8	ft	NEALE ST TO DELAFIELD AVE
1827	FORMOSA ST	1214.4	ft	CERLEW TO CERLEW
1859	PIERCE PL	932	ft	COOK ST S TO COOK ST N
1896	PONDFIELD RD	4857.6	ft	GARFIELD PL TO WESTERN BLVD
2009922	CURLEW RD	1108.8	ft	WESTERN TO DELAFIELD
2052	SCOTT ST	2376	ft	GARFIELD TO BOND ST
2193	SUFFOLK ST	792	ft	ASTER TO TREMONT
2255	HERTFORD AVE	1003.2	ft	LK CREWS AVE TO WILDFLOWER ST
2449	IVANHOE AVE	1056	ft	BUCKLEY RD TO DAFFODIL ST
248	BROCKWAY ST	3010	ft	GARFIELD TO SCOTT
434	ADAMS ST	1372.8	ft	FAIRFIELD AVE TO GARFIELD
488	ARCHER ST	1478.4	ft	MERIDIAN TO JEROME
504	ASTER AVE	2006.4	ft	JONATHAN TO FULTON
791	COLLINS AVE	1372.8	ft	WESTERN BLVD TO NEALE AVE
814	COOPER ST	2692.8	ft	DEAN AVE TO BROOKLYN AVE

883	DELAFIELD AVE	844.8	ft	HOLLYWOOD ST TO WILDFLOWER ST
100118	COURTLAND RD	955	ft	LAKE JUNE BLVD TO GOSSAMER AVE
112412	LARKSPUR ST	115	ft	LARKSPUR ST TO CUL DE SAC
160778	NASTURTIUM CT	105.6	ft	GOSSAMER AVE TO CUL DE SAC
2279	THISTLE DR	686.4	ft	CORK TREE TO S GOSSAMER
2319	TUMBLEWEED DR	1003.2	ft	CORK TREE RD TO GOSSAMER AVE
781	CLOVER CT	369.6	ft	CAMELLIA LN TO WATERWAY DR
1001	ERWIN ST	897.6	ft	HOLMAR ST TO PASO FINO
100680	BROCKHURST ST	1478.4	ft	ARBUTUS TO LAKE JUNE BLVD
101019	KEYSTON ST	580.8	ft	BLUEBIRD TO SNIPE
1057	BROKEN OAK AVE	1636.8	ft	HENSCRATCH TO MARABELLA RE TO WI
1104	GENOA AVE	897.6	ft	MARIOLA CT TO PASO FINO
1148	CAMELBACK ST	897.6	ft	PEACOCK TO PLOVER
1178	HARLAND ST	1161.6	ft	HAMMOND TO PASO FINO
1274	HORNE ST	1161.6	ft	LISBON TO MARABELLA
1363	KAY ST	1267.2	ft	PEACOCK TO PLOVER
1520	LEO CT	340	ft	OFF CORDOVA
1523	LEVANTE ST	1161.6	ft	HAMMOND TO PASO FINO
1529	PINE KNOLL RD	1584	ft	ARBUTUS TO DAVIS ST
1545	CLOVERLAWN ST	1320	ft	GARDENDALE TO PLOVER
1548	LISBON ST	1108.8	ft	CRENSLER AV TO MARABEELA
1611	MARIANA AVE	1742.4	ft	HENSCRATCH TO MARABELLA
1613	MARIOLA CT	1161.6	ft	HAMMOND TO PASO FINO
1644	MEDINA AVE	1108.8	ft	CRESTWICK TO MARABELLA
165	CASSIE ST	1478.4	ft	ARBUTUS TO LAKEJUNE RD
166	FLOWERING PEACH AVE	1214.4	ft	BROOK HOLLOW TO CARLSBAD
1699	MURCIA AVE	686.4	ft	NORTHERN TO CRENSLER
1756	OAK CT	316.8	ft	OFF PLOVER ST
179	HOLMAR ST	580.8	ft	DAVIS ST TO BROOK HOLLOW
180	CAVER ST	1003.2	ft	JAMBOREE AV TO BROKEN HORN AV
181	CRENSLER ST	1056	ft	LISBON TO NORTHERN
182	CRESTWICK ST	844.8	ft	MEDINA TO ALAMEDA AVE
1836	FORRESTEDGE AVE	1161.6	ft	HENSCRATCH TO BLUE ST
1856	GLEN ELLEN AVE	1161.6	ft	HENSCRATCH TO BLUE ST
187	BROOKSIDE RD	1214.4	ft	BROOK HOLLOW RD TO CARLSBAD ST
190	PINE KEY RD	1214.4	ft	BROOK HOLLOW TO CARLSBAD
193	GREENTREE DR	1214.4	ft	BROOK HOLLOW TO CARLSBAD
1934	RED CT	295	ft	OFF SUNSET ST
196	FLOWERING CHERRY AVE	1584	ft	ARBUTUS TO DAVIS ST
200	FORREST POINT AVE	2270.4	ft	BUFFLEHEAD TO CARLSBAD
2011	HECTOR AVE	52.8	ft	HALLEY TO HALLEY
2025	HOFFMAN ST	1742.4	ft	HENSCRATCH TO MARABELLA
2039	SANTONA AVE	792	ft	CRESTWICK TO MARABELLA
208	BROKEN CREEK AVE	1953.6	ft	BROOK HOLLOW RD TO JASON ST
2107	SIERRA ST	897.6	ft	HOFFMAN ST TO PASO FINO
214	GAINES AVE	1003.2	ft	CRESTWICK ST TO MARABELLA RD
215	HEARDS AVE	580.8	ft	HENSCRATCH TO CAMILLO
2153	HALLEY ST	897.6	ft	BORAH TO JAMBOREE
216	BUGLE ST	580.8	ft	HENSCRATCH TO CAMILLO
2222	SUNSET ST	1003.2	ft	BROOK HOLLOW RD TO PLOVER
223	CHAMPION ST	2534.4	ft	BLUEBIRD AVE TO PASO FINO DR
225	BORDEAUX ST	2587.2	ft	PASO FINO DR TO NORTHERN BLVD
2298	TOLEDO ST	844.8	ft	SNIPE LN TO MARABELLA
2321	TURIN ST	633.6	ft	LISBON TO MARABELLA
2348	VENETIA ST	1108.8	ft	JAMBOREE ST TO SNIPE LN
239	VIRGINIA RAIL AVE	2270.4	ft	BUFFLEHEAD ST TO BROOK HOLLOW RD
240	FOX SPARROW AVE	2270.4	ft	BUFFLEHEAD ST TO CARLSBAD RD
241	GLEN HAVEN AVE	2270.4	ft	BUFFLEHEAD ST TO CARLSBAD ST
2474	WREN LN	1953.6	ft	BROOK HOLLOW TO JASON

2724	GREENDALE DR	1584	ft	ARBUTUS TO DAVIS ST
446	ALAMEDA AVE	1087	ft	CAMILO TO MARABELLA
640	BRESCIA AVE	1267.2	ft	NORTHERN AV TO CRENSLER ST
673	CADIZ ST	686.4	ft	HAMMOND TO JASON
682	CAMILO ST	2640	ft	PASO FINO TO NORTHERN
692	CABERNET AVE	1742.4	ft	HENSCRATCH TO MARABELLA
697	BUFFLEHEAD ST	1161.6	ft	LK JUNE BLVD TO VIRGINIA RAIL
716	CASTILE ST	1161.6	ft	HAMMOND TO PASO FINO
871	BROADWING ST	897.6	ft	HOLMAR ST TO PASO FINO
100263	SKYLINE ST	1795.2	ft	LAKE HILL TO BLUEBIRD
1571	LUGO ST	580.8	ft	SANDHILL CRANE TO PEACOCK
159	HAMPSTEAD ST	686.4	ft	HELMSLEY TO WESTERN
160	IMPALA AVE	580.8	ft	WESTERN TO SAN JOSE
162	TREE SWALLOW ST	1900.8	ft	CHAMPION TO FORDHAM
163	HAMILTON ST	633.6	ft	SKYLINE TO DURRANCE
1652	MENDOZA ST	1689.6	ft	BLUEBIRD TO LAKE HILL DR
188	PINE TULIP RD	1340	ft	FLEETWAY TO FAIRDALE
189	PINE VIOLET RD	1108.8	ft	CHERRYBARK TO DURRANCE RD
191	ELMBROOK DR	1340	ft	FAIR OAKS ST TO FLEETWAY ST
1915	BARN SWALLOW AVE	1267.2	ft	FAIRBORM TO FORDHAM
195	FLOWERING SPRING AVE	1108.8	ft	CHERRYBARK TO DURRANCE RD
198	PHEASANT AVE	2692.8	ft	FLEETWAY TO CHERRYBARK
1982	ROSADO AVE	792	ft	DURANGO TO END CIRCLE
203	SURFBIRD AVE	1003.2	ft	LUGO ST TO FORDHAM ST
2030	HELMSLEY ST	3748.8	ft	IMPALA TO CUL-DE-SAC
2040	HEACOCK AVE	580.8	ft	DURRANCE TO PISGAH
206	DURRELL AVE	1267.2	ft	FAIRBORN ST TO FORDHAM ST
207	BROOK GREEN AVE	739.2	ft	DURRANCE TO SKYLINE
210	TUNDRA SWAN LN	739.2	ft	DURRANCE TO SKYLINE
213	HERMIT WABLER ST	633.6	ft	DURRANCE TO SKYLINE
2176	SWAMP SPARROW AVE	1267.2	ft	DURANGO TO END OF CIRCLE
220	FAIR OAKS ST	580.8	ft	ELMBROOK RD TO LAKE JUNE BLVD
222	LORCA ST	3505	ft	LAKE HILL TO NORTHERN
229	WOODVIEW BLVD	739.2	ft	POPINJAY TO NORTHERN
2380	CHIPPING SPARROW AVE	1410	ft	DURANGO TO END OF CIRCLE
605	CANVASBACK AVE	1214.4	ft	PISGAH TO END OF CIRCLE
898	DEVA ST	580.8	ft	DURRANCE TO PISGAH
1805	OWL LN	844.8	ft	POPINJAY AVE TO NORTHERN BLVD
1842	PEACOCK ALLEY	580.8	ft	LARK AVE TO FINCH AVE
209	ARTIC TERN LN	792	ft	SPARROW TO OSTRICH
212	TANAGER ST	1840	ft	SPARROW TO SPOONBILL
2257	TEAL AVE	580.8	ft	REDBIRD TO WILDFLOWER
327	GARDEN GLEN AVE	1584	ft	WESTERN TO TANAGER
848	CUCKOO LN	633.6	ft	POPINJAY ST TO NORTHERN BLVD
100663	CEDAR GROVE AVE	897.6	ft	GREENFIELD ST TO COCKATOO AVE
1070	CEDAR HILL AVE	1938	ft	GREENFIELD ST TO RED MULBERRY
1253	PINE BRANCH ST	3066	ft	GREENFIELD ST TO JAPONICA AVE
1254	HOLLY TER	211.2	ft	HOLLY ST TO E
1318	JACK AVE	739.2	ft	BANANA ST TO CIRCLE
1393	KUMQUAT ST	1003.2	ft	N SCHOOL DR TO NORTHERN BLVD
1601	MANGO ST	950.4	ft	NORTHERN BLVD TO N SCHOOL DR
2006	ROYAL POINCIANA ST	2587.2	ft	PINE BRANCH ST TO NORTHERN
2092	SHEA AVE	792	ft	BANANA ST TO CIRCLE
236	WILSON'S WARBLER AVE	1214.4	ft	WILDFLOWER TO GREENFIELD ST
237	SAVANNAH SPARROW AVE	1214.4	ft	WILDFLOWER TO GREENFIELD ST
238	HARLEQUIN DUCK AVE	1214.4	ft	WILDFLOWER TO GREENFIELD ST
2447	HOLLOW OAK AVE	2904	ft	RED MULBERRY ST TO COCKATOO AVE
503	BRENEMAN ST	1689.6	ft	NORTHERN BLVD TO JAPONICA AVE
525	GUAVA ST	897.6	ft	NORTHERN BLVD TO N SCHOOL DR

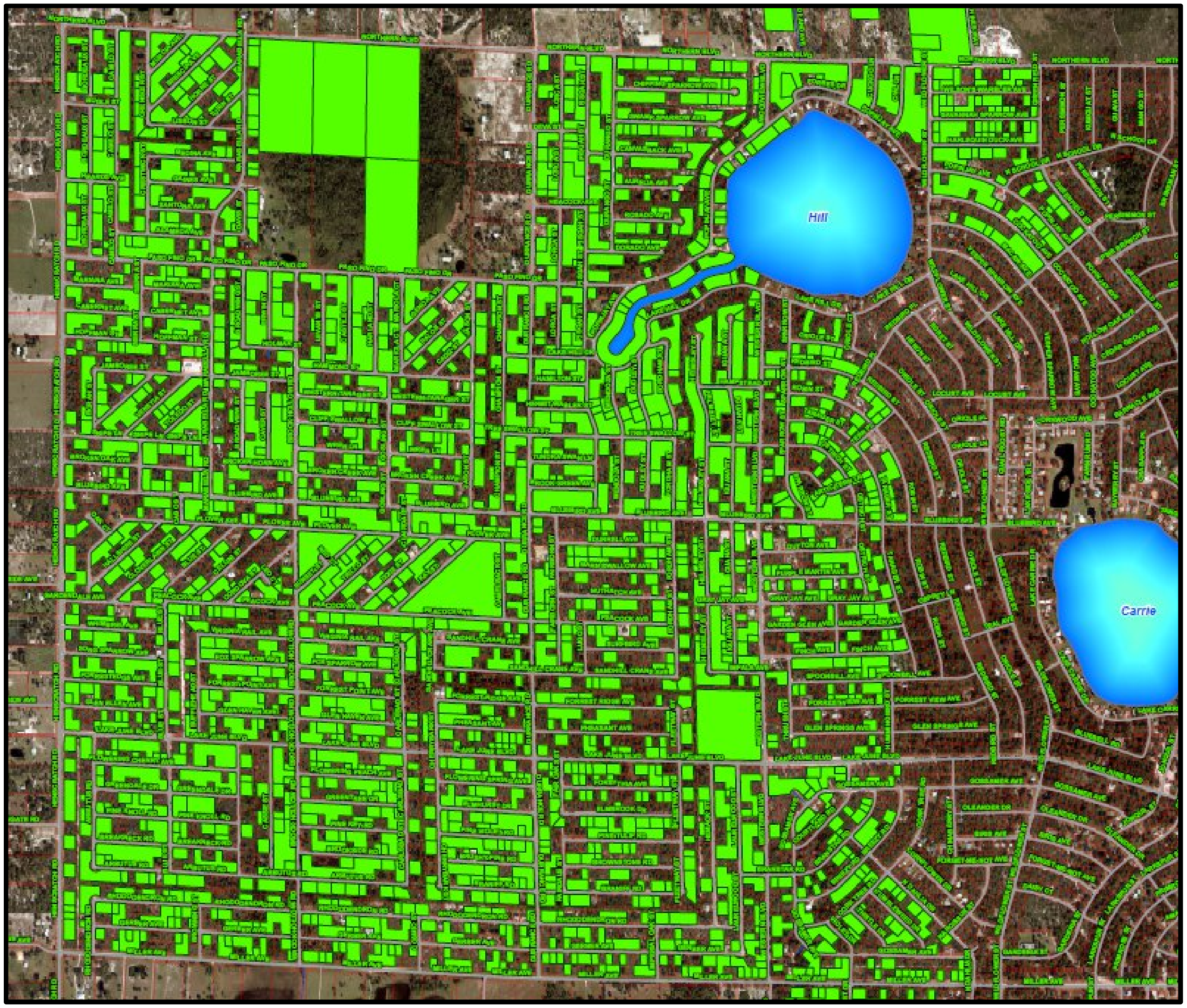
542	BAMBOO AVE	844.8	ft	BANANA ST TO CIRCLE
667	BUTTERNUT RD	1531.2	ft	TANGLEWYLDE TO BARNACLE
671	CACAO RD	4510	ft	GREENFIELD ST TO PEACHTREE DR
722	HACKMATACK ST	897.6	ft	TANGLEWYLDE AV TO BROOKLANDS AV
742	SOUTHERN PINE ST	2692.8	ft	JAPONICA AV TO PEACHTREE DR
832	CRABAPPLE PL	686.4	ft	BANYAN LN TO BUTTERNUT RD
914	DOGWOOD ST	1584	ft	JAPONICA AVE TO HOLLY ST

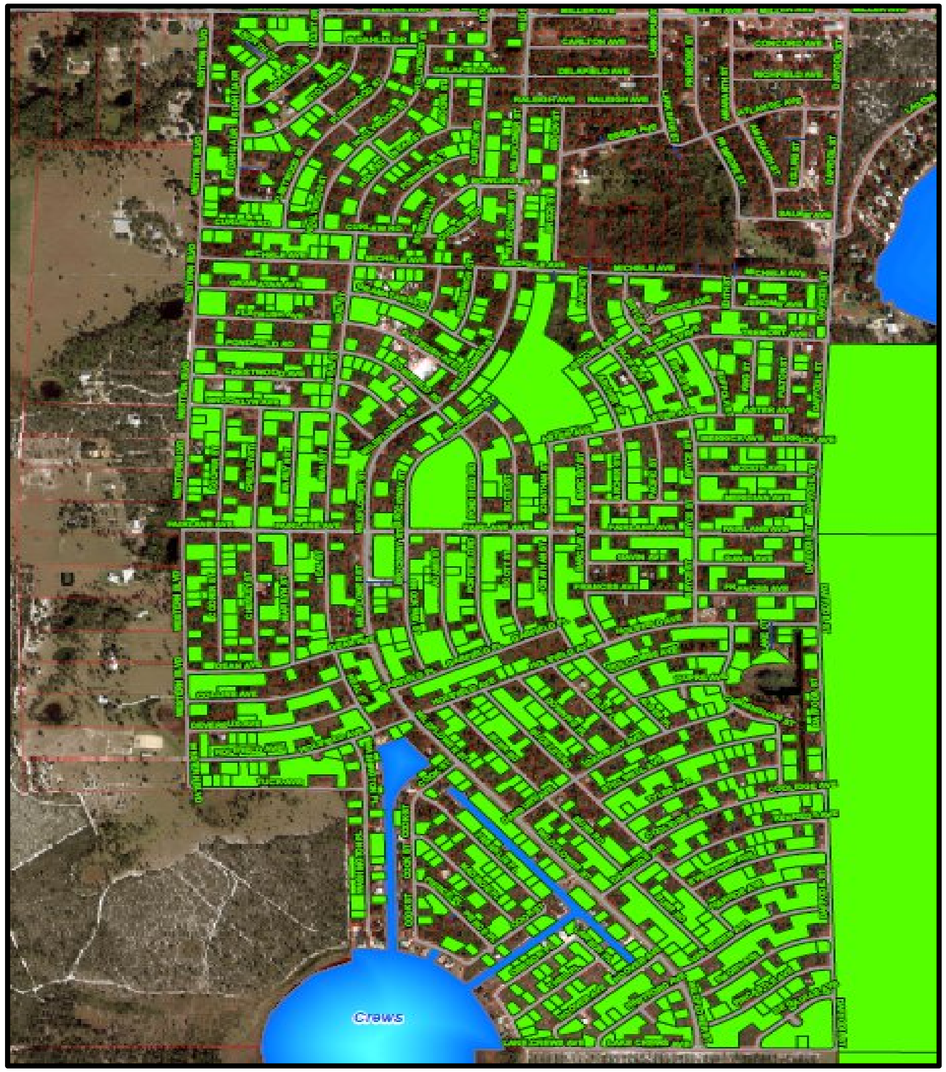
SPLIT SECTIONS IN UNIT 2

2467	IGUANA ST	3240	ft	BLUEBIRD AVE TO CUL-DE-SAC
2467	IGUANA ST	785	ft	GRAY JAY AVE TO IMPALA AVE
219	FORDHAM ST	2248	ft	LAKE HILL DR TO BLUEBIRD AVE
2155	SPARROW ST	1880	ft	REDBIRD ST TO BLUEBIRD AVE
1924	DUDLEY ST	975	ft	LAKE HILL DR TO TREE SWALLOW ST
459	PISGAH ST	2250	ft	DORADO AVE TO NORTHERN BLVD
156	OSTRICH ST	2213.2	ft	BLUEBIRD AVE TO HELMSLEY ST
1738	N SCHOOL DR	1423	ft	PERSIMMON ST TO BRENEMAN ST
1852	PERSIMMON ST	1060	ft	NORTHERN BLVD TO N SCHOOL DR
671	CACAO RD	2084	ft	GREENFIELD ST TO BANANA ST
1718	NEALE ST	1670	ft	CURLEW RD TO CURLEW RD
2362	VIOLET DR	536.8	ft	CORK TREE RD TO GOSSAMER AVE
1748	NORTHERN BLVD	1852	ft	Breneman St to Dead End
		368967.6	**ft**	
		69.88	**mi**	

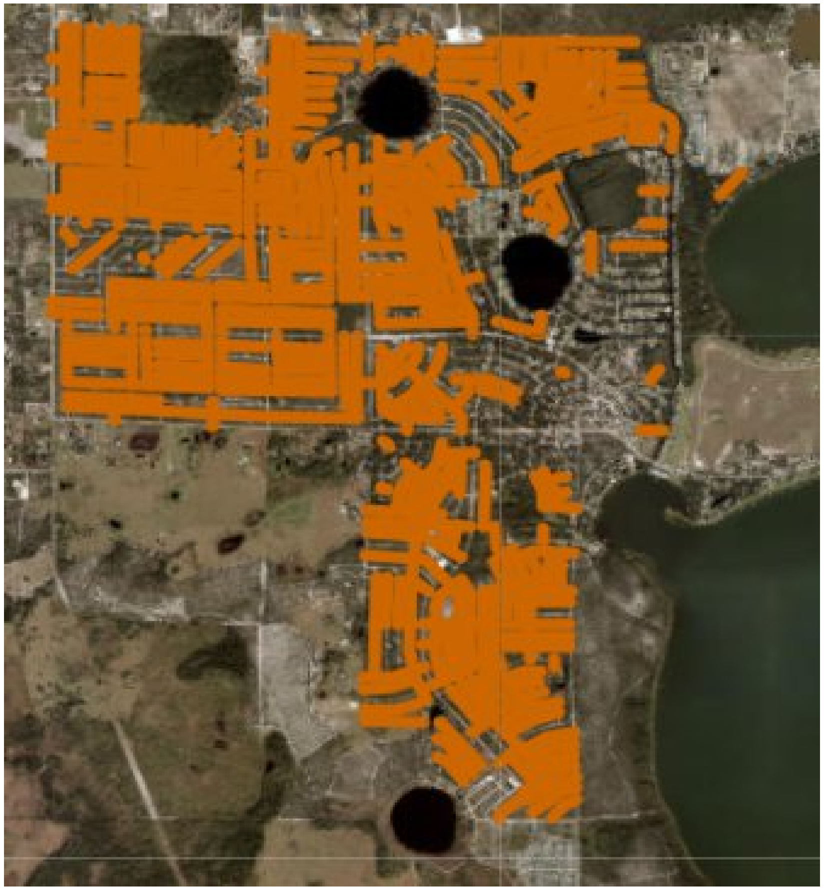
Highlands County

Road Maintenance Resolution

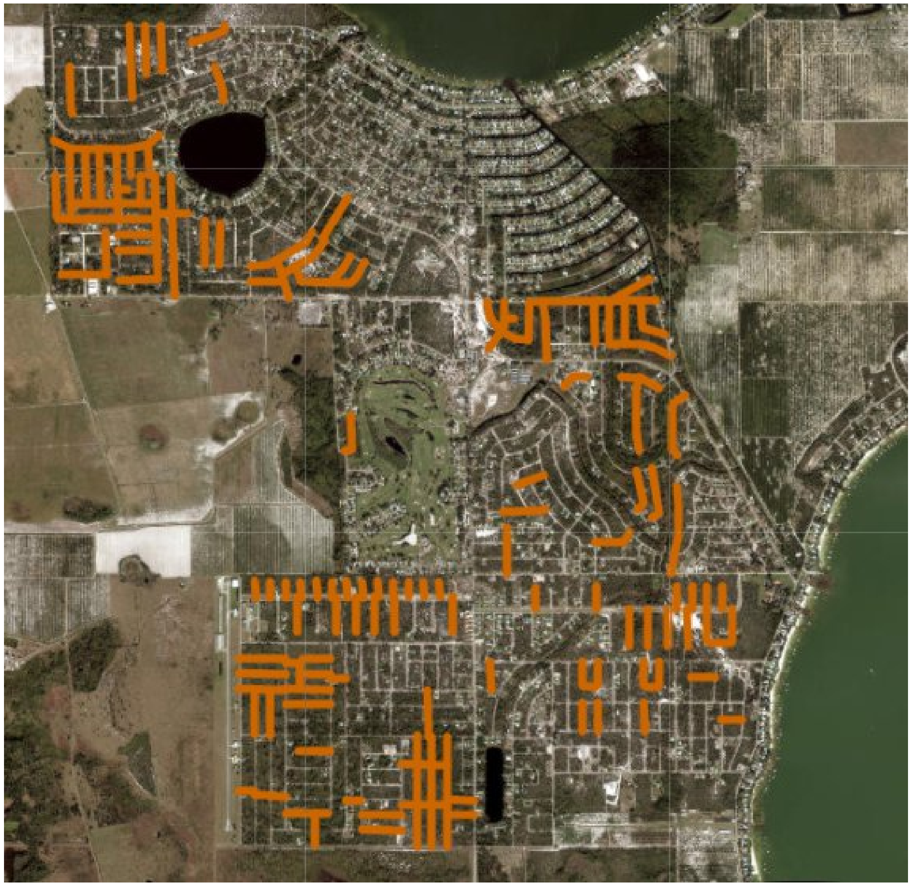

Hill
Carrie

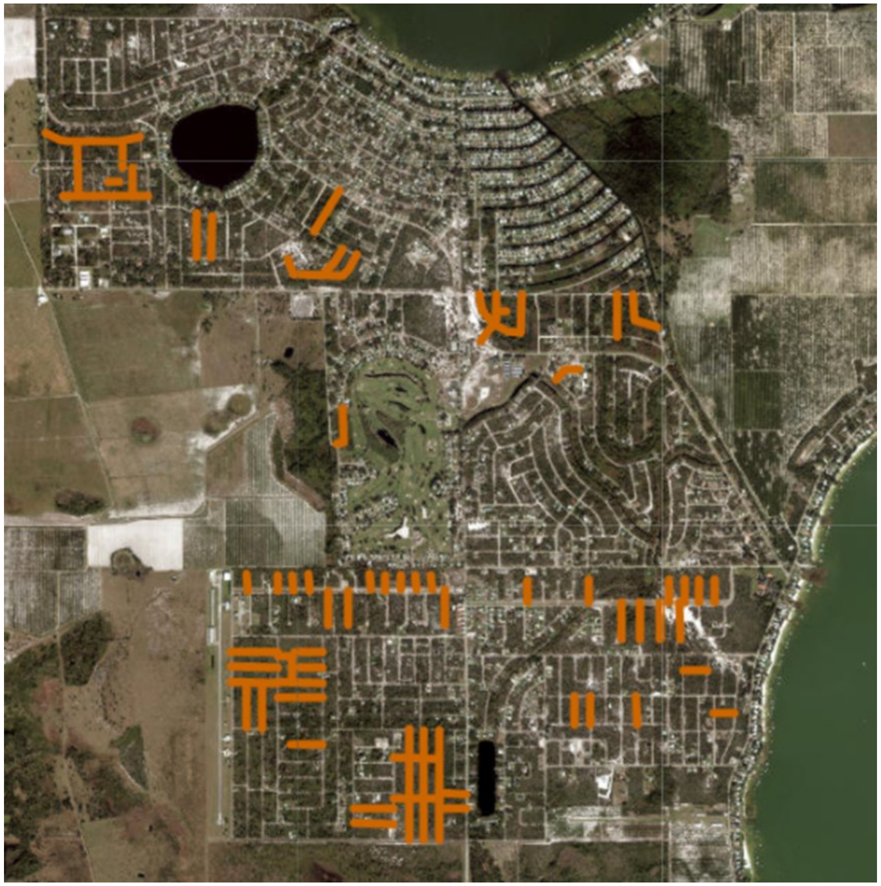

Crews

Leisure Lakes—Lake Placid

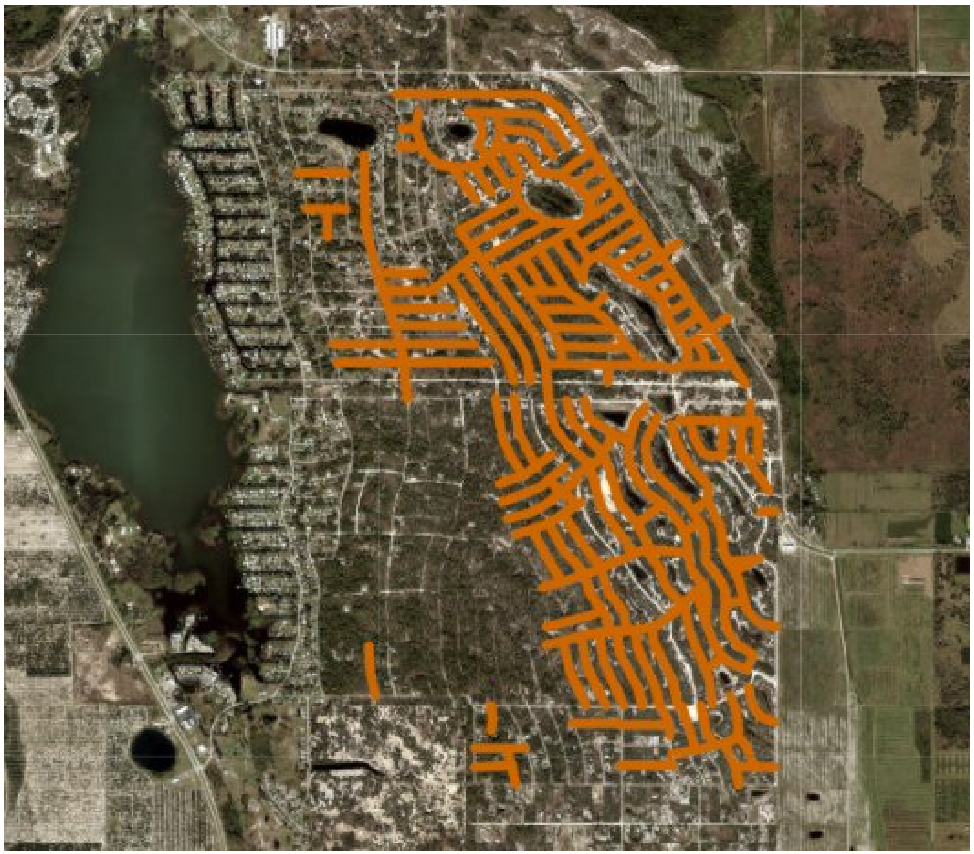


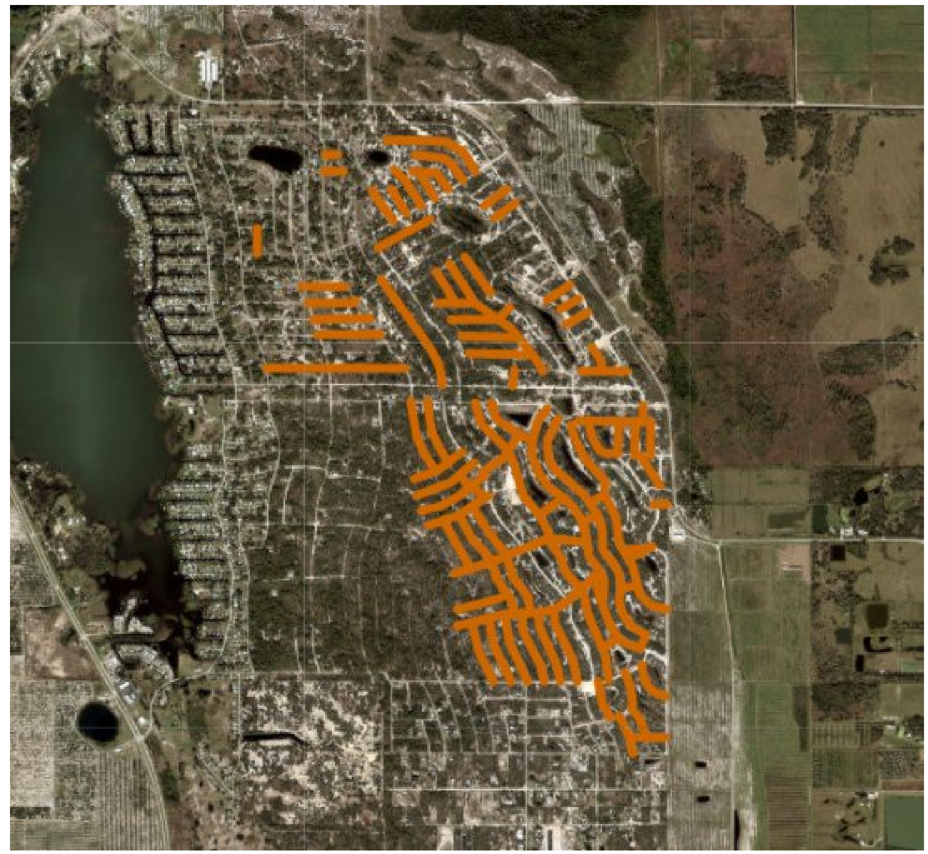
Placid Lakes—Lake Placid





Sun N' Lakes—Lake Placid





HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Marc Bashoor, Public Safety Director**
Sherry Sutphen, County Attorney

SUBJECT/TITLE: **Real Property Exchange Agreement by and between Highlands County, Florida and Adventist Health System Sunbelt Health Care Corporation**

STATEMENT OF ISSUE

The attached agreement provides for finalizing the deeding of land from Advent Hospital to Highlands County, to be used for construction of the new Lake Placid Fire and EMS station, on SW Vista Drive immediately south of Advent Hospital in Lake Placid. Further, the agreement grants the right of way for a public service road to traverse the property, connecting SW Vista, the fire station, Advent Hospital, and Tomoka Boulevard South.

RECOMMENDED ACTION

Request approval of Real Property Exchange Agreement and authorization for the Chairman/Vice-Chairman to execute the same on behalf of the County.

FISCAL IMPACT

The fiscal impact is unknown at this time.

Attachments: Real Property Exchange Agreement.pdf

REAL PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT is made by and between the Highlands County, Florida, a political subdivision of the State of Florida (County), 600 S. Commerce Avenue, Sebring, Florida 33870 and Adventist Health System Sunbelt Health Care Corporation, a Florida not for profit corporation ("AHSS") and Adventist Health System/Sunbelt, Inc., a Florida not for profit corporation ("Adventist Health") ("Adventist Health and AHSS are collectively referred to herein as "Advent Health").

WITNESSETH

WHEREAS, Advent Health owns certain real property located on Highway 27 in Lake Placid, Highlands County, Florida; and

WHEREAS, the County has demonstrated a need for a fire station in the area where the Advent Health property is located; and

WHEREAS, the Town of Lake Placid has placed certain conditions on the development of a fire station on the Advent Health Property; and

WHEREAS, the County and Advent Health have determined that it is in their mutual best interest to exchange certain property interests and to identify responsibilities related to the development of a County owned fire station on the Advent Health property.

NOW THEREFORE, in consideration of the terms, conditions, promises and covenants set forth herein, the parties agree as follows:

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

Section 2. Property Descriptions.

A. Advent Health is the property owner of the property located at 1198 US 27 North, Lake Placid, Florida 33852, identified by the Highlands County Property Appraiser through Parcel ID# P-25-36-29-A00-0073-0000, and as more particularly described in **Exhibit "A"** attached hereto (Fire Station Property). As part of the development on the Fire Station Property, the required frontage road will be constructed, by the County or its contractors, on that portion of the Fire Station Property as more particularly described in **Exhibit "B"** attached hereto.

B. AHSS is the property owner of that property located at 1210 US 27 North, Lake Placid, Florida 33852, which is identified by the Highlands County Property Appraiser through Parcel ID# C-25-36-29-A00-0070-0010 (AHSS Property). As part of the development of the Fire Station Property, the required frontage road will be constructed by the County, or its contractors, on that portion of the AHSS Property as more particularly described in **Exhibit "C"** attached hereto and over that portion of the Fire Station Property more particularly described in Exhibit "B" as set forth above (jointly referred to as the Frontage Road Property). In addition, as part of the development of the Fire Station Property, a driveway connection from the Advent Health Property will be constructed by the County or its contractors, on **Exhibit "D"** attached hereto (Driveway Connection Property)

Section 3. Property Exchange, Party Responsibilities, Recording and Costs.

Advent Health, AHSS and the County shall make the following property transfers at closing:

A. Advent Health shall transfer ownership to the Fire Station Property described in Exhibit "A" to the County by a Special Warranty Deed. At closing, Advent Health shall provide an owners' title insurance policy in the amount of One Hundred Thousand and 00/100 Dollars ($100,000.00) in favor of the County.

B. The parties shall execute and record the Cross-Access Easement Agreement in substantially the form attached hereto as **Exhibit E"**. The Exhibit "E" Cross-Access Easement Agreement shall be recorded after the recording of the Special Warranty Deed transferring ownership of Fire Station Property to the County.

C. The County shall be responsible for all closing costs associated with the property interest exchanges contemplated hereby, including the cost of recording the necessary instruments; however, the cost of title insurance shall be paid by Advent Health.

D. Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

Section 4. Representation and Warranties of Advent Health and AHSS.

Advent Health represents and warrants (which warranties shall survive the closing hereunder for a period of one (1) year) to the County that:

A. From and after the Effective Date, Advent Health shall not perform or voluntarily permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Fire Station Property or the County's rights under this Agreement.

B. Advent Health has not received written notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Fire Station Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Advent Health have any knowledge of any such actual or threatened lawsuit by which any party claims an interest in the Fire Station Property.

C. Advent Health has not received any written notices from any city, town, county, state or other governmental authority or other person or entity regarding violations existing on the Fire Station Property which remain uncured.

D. Advent Health warrants that there are no tenants, or any other occupant of the Fire Station Property having any right or claim to possession or use of the Fire Station Property except for rights under recorded easements, if any. Possession of the Fire Station Property shall be delivered to County by Advent Health free of rights or claims of any tenants, occupants or parties in possession which are unknown to County.

E. Advent Health warrants that, to its actual knowledge without any duty to investigate, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Fire Station Property in violation of applicable environmental laws; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Fire Station Property in violation of environmental laws; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Fire Station Property in violation of environmental laws; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Fire Station Property as a result of any construction or operation and use of such properties. For purposes of this Agreement, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Fire Station Property, and also includes, without limitation, the surface and subsurface waters of the Fire Station Property, and any activity undertaken or hereafter undertaken on the Fire Station Property which would cause: (i) the Fire Station Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Fire Station Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901, or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Fire Station Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251, or the Clean Air Act, 42 U.S.C. 7401, or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Fire Station Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Fire Station Property.

F. There is no litigation or to Advent Health's actual knowledge, investigation or proceeding pending or threatened, or any other condition which relates to or affects the Fire Station Property or which would impair or otherwise adversely affect this Agreement, Advent Health's performance hereunder and/or the County's intended use of the Fire Station Property.

G. Advent Health has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Fire Station Property other than this Agreement.

H. Advent Health has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual, relating to the Fire Station Property, which would impose any obligations upon County to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the commitment.

I. There are no representations, statements or warranties made by Advent Health, included in this Agreement or in any exhibit attached hereto, which contain any untrue statements or omissions of a material fact which are necessary to make a statement of fact set forth herein not misleading.

J. Neither the execution and delivery of this Agreement or compliance with the terms and conditions of this Agreement by Advent Health, constitute or will constitute a violation or breach of any agreement or other instrument to which Advent Health is a party, to which Advent Health is subject or by which Advent Health is bound. The statements and representations of Advent Health set forth in this Agreement shall be true and reaffirmed in writing at the closing and shall survive the closing.

K. If, after the Effective Date, any event occurs or condition exists of which Advent Health has knowledge or about which Advent Health receives information which renders any of the representations contained herein untrue or misleading, Advent Health shall promptly notify the County in writing and County, as its sole remedy, shall thereafter have the option to terminate this Agreement prior to closing.

L. The County may have the Fire Station Property surveyed at its expense. If the survey obtained by the County discloses any encroachments or other adverse matters, which are unacceptable to the County in its sole discretion, the County shall be entitled to terminate this Agreement by delivering written notice thereof to Advent Health whereupon this Agreement shall terminate.

AHSS represents and warrants (which warranties shall survive the closing hereunder for a period of one (1) year) to the County that:

M. From and after the Effective Date, AHSS shall not perform or voluntarily permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Frontage Road Property or the County's rights under this Agreement.

N. AHSS has not received written notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Frontage Road Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does AHSS have any knowledge of any such actual or threatened lawsuit by which any party claims an interest in the Frontage Road Property.

O. AHSS has not received any written notices from any city, town, county, state or other governmental authority or other person or entity regarding violations existing on the Frontage Road Property which remain uncured.

P. AHSS Health warrants that there are no tenants, or any other occupant of the Frontage Road Property having any right or claim to possession or use of the Frontage Road Property except for rights under recorded easements, if any.

Q. AHSS Health warrants that, to its actual knowledge without any duty to investigate, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Frontage Road Property in violation of applicable environmental laws; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Frontage Road Property in violation of environmental laws; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Frontage Road Property in violation of environmental laws; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Frontage Road Property as a result of any construction or operation and use of such properties.

R. There is no litigation or to AHSS's actual knowledge, investigation or proceeding pending or threatened, or any other condition which relates to or affects the Frontage Road Property or which would impair or otherwise adversely affect this Agreement, AHSS's performance hereunder and/or the County's intended use of the Frontage Road Property.

S. AHSS has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Frontage Road Property other than this Agreement.

T. AHSS has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual, relating to the Frontage Road Property, which would impose any obligations upon County to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the commitment.

U. There are no representations, statements or warranties made by AHSS, included in this Agreement or in any exhibit attached hereto, which contain any untrue statements or omissions of a material fact which are necessary to make a statement of fact set forth herein not misleading.

V. Neither the execution and delivery of this Agreement or compliance with the terms and conditions of this Agreement by AHSS, constitute or will constitute a violation or breach of any agreement or other instrument to which AHSS is a party, to which AHSS is subject or by which AHSS is bound. The statements and representations of AHSS set forth in this Agreement shall be true and reaffirmed in writing at the closing and shall survive the closing.

W. If, after the Effective Date, any event occurs or condition exists of which AHSS has knowledge or about which AHSS receives information which renders any of the representations contained herein untrue or misleading, AHSS shall promptly notify the County in writing and County, as its sole remedy, shall thereafter have the option to terminate this Agreement prior to closing.

X. The County may have the Frontage Road Property surveyed at its expense. If the survey obtained by the County discloses any encroachments or other adverse matters, which are unacceptable to the County in its sole discretion, the County shall be entitled to terminate this Agreement by delivering written notice thereof to AHSS whereupon this Agreement shall terminate.

Section 5. Representations and Warranties of the County. Neither the execution and delivery of this Agreement or compliance with the terms and conditions of this Agreement by the County constitute or will constitute a violation or breach of any agreement or other instrument to which County is a party, to which the County is bound. The statements and representations of the County set forth in this Agreement shall be true and reaffirmed in writing at the closing and shall survive the closing for a period of one (1) year.

Section 6. As Is Conveyance. Except as expressly set forth in this Agreement or the closing documents, it is expressly understood and agreed that the County is accepting title to the Fire Station Property "as is" and "where is", and with all faults and defects, latent or otherwise. The County shall not rely on any warranties, promises, understandings or representations, express or implied, of Advent Health, AHSS or any officer, director, or member of Advent Health or AHSS relating to the physical condition, development potential, operation, or income generated by the Fire Station Property or the Frontage Road Property or any other matter or things affected by or related to the Frontage Road Property or Fire Station Property, except as may be expressly contained in this Agreement or the closing documents identified herein, and no such representation or warranty shall be implied with respect to the Fire Station Property or Frontage Road Property. Except for the representations and warranties expressly set forth in this Agreement or the closing documents identified herein, from and after the date of closing under this Agreement, the County for itself, its members, partners, shareholders, officers, directors and employees agrees to waive its right to recover from Advent Health or AHSS and forever releases and discharges Advent Health and AHSS and each of their respective members, officers and directors from any and all costs for any remedial action, damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way connected with the Fire Station Property or the Frontage Road Property, including, without limitation, (i) environmental matters relating to the Fire Station Property or Frontage Road Property or any portion thereof, including, without limitation, the presence of Hazardous Substances in, on, under or in the vicinity of the Fire Station Property or Frontage Road Property, (ii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (iii) whether, and the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (iv) drainage, (v) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, (vi) the presence of endangered species or any environmentally sensitive or protected areas, (vii) zoning or building entitlements to which the Fire Station Property or Frontage Road Property or any portion thereof may be subject, (viii) the availability of any utilities to the Fire Station Property or Frontage Road Property any portion thereof including, without limitation, water, sewage, gas and electric, (ix) access to the Fire Station Property of the Frontage Road Property or any portion thereof, (x) the value or financial condition of the Fire Station Property or Frontage Road Property, (xi) the condition or use of the Fire Station Property or Frontage Road Property in compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, including zoning ordinances, codes or other similar laws, or (xii) the existence or non-existence of underground storage tanks, surface impoundments, or landfills.

The County shall be relying on its own inspections in connection with its decision to accept title to the Fire Station Property. All the terms and provisions of this Section 6 shall survive the Closing.

Section 7. Conditions and Limitations.

A. It is mutually understood that this Agreement is subject to final County acceptance. Final County acceptance shall be evidenced by the signature of the Chairman/Vice-Chairman of Highlands County. The date of final County acceptance shall hereafter be referred to as the "Effective Date."

B. It is understood and agreed by the parties that the Chairman/Vice-Chairman of Highlands County is hereby authorized to execute any real property transfer instruments necessary to effectuate the exchanges contemplated by this Agreement.

C. The real property interest transfers contemplated by this Agreement shall be completed and recorded within sixty (60) days of the Effective Date of this Agreement. This time period may be extended by mutual agreement of the parties.

D. The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and/or instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby. It is hereby understood and agreed by the parties that the County specifically appoints the County Administrator or County Attorney to execute, on its behalf, any such other documents necessary to complete the transaction intended hereby.

E. In the event of a default by a party under this Agreement, then the non-defaulting party, as its sole remedy, shall have the option to (i) terminate this Agreement by delivering written notice or termination to defaulting party; or (ii) seek specific performance of the defaulting party's obligations hereunder. Each party hereby waives the right to recover any damages from the other party in connection with a default under this Agreement.

Section 8. Entire Agreement.

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

Section 9. Governing Law, Venue and Jury Trial.

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

Section 10. Severability.

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

Section 11. Waiver and Time of the Essence.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect. Time is of the essence with respect to each provision of this Agreement. If the date for the performance under this Agreement is on a Saturday, Sunday or a County holiday, the date for performance shall be extended to the next business day.

Section 12. Notice.

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

County:	Highlands County Attention: County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
with Copy To:	Highlands County Attention: County Attorney 600 S. Commerce Avenue Sebring, Florida 33870
Advent Health:	Adventist Health System Sunbelt Healthcare Corporation 4200 Sun n' Lake Boulevard Sebring, Florida 33872 Attention: Rosalie Oliver
with a copy to:	Jeanette M. Flores, Esquire Gray Robinson, P.A. 401 East Jackson Street, Suite 2700 Tampa, Florida 33602 Telephone No.: (813) 273-5116 Email: Jeanette.flores@gray-robinson.com And AdventHealth Tampa Regional Counsel 14055 Riveredge Drive, Suite 250 Tampa, FL 33637

Section 13. Amendment.

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

Section 14. Joint Negotiations.

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

Section 15. Survival.

All provisions of this Agreement which by their nature extend beyond the recording of the instruments of transfer shall remain in full force and effect, as necessary, after the recording of such documents.

Section 16. No Assignment. Neither party shall have the right to assign this Agreement without the prior written consent of the other party, in its sole discretion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed through their authorized representatives, on the respective dates set forth below.

Adventist Health System Sunbelt Health Care Corporation, a Florida not for profit corporation

Mark Block

Print: Mark Block

Title: Asst Secretary

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of ________________, by Mark Block, as Assistant Secretary, of Adventist Health System Sunbelt Health Care Corporation, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced ________________ as identification.

NOTARY PUBLIC, State of Florida

(stamp)

MARLENE ANNE MARTIN
Notary Public – State of Florida
Commission # GG 166888
My Comm. Expires Feb 5, 2022
Bonded through National Notary Assn.

Adventist Health System/Sunbelt, Inc.

Mark Block
Print: Mark Block
Title: Asst Secretary

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of ______________________, by Mark Block, as Assistant Secretary of Adventist Health System/Sunbelt, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced ______________________ as identification.

(stamp)

MARLENE ANNE MARTIN
Notary Public – State of Florida
Commission # GG 166888
My Comm. Expires Feb 5, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida

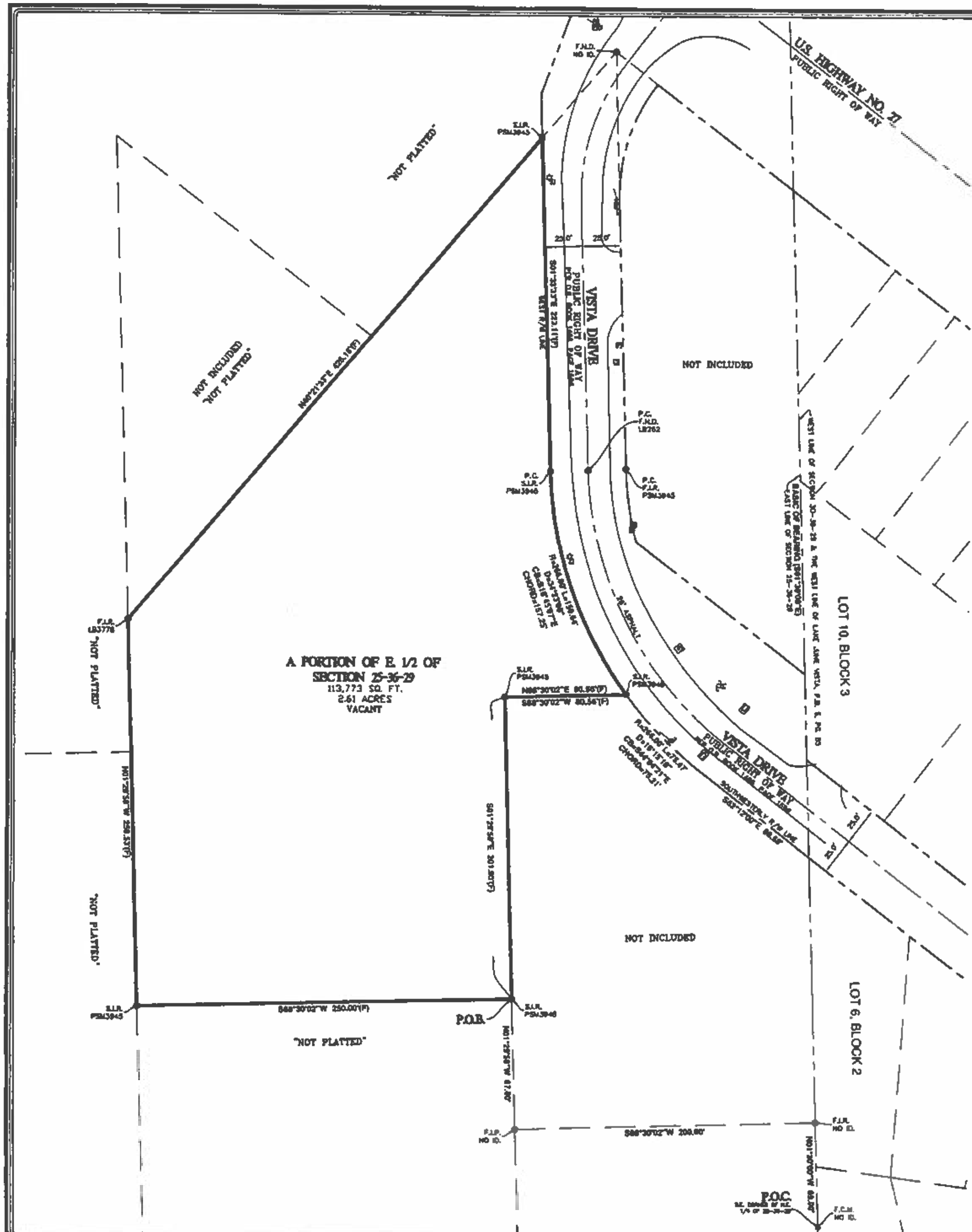
BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

____
Scott Kirouac, Chairman

ATTEST:

____
Jerome Kaszubowski, Clerk

EXHIBIT "A"
Fire Station Property



GERMAINE SURVEYING INC.

PROFESSIONAL LAND SURVEYORS

3803 KENILWORTH BOULEVARD SEBRING, FLORIDA 33870
PHONE: 863-385-6856 FAX: 863-382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

CLIENT:
ADVENTHEALTH - SEBRING

JOB#	282-20	SCALE: 1"=50'
DATE:	5-7-20	DRAWN BY: BAM
TASK:	001	CHECKED BY:

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, SETBACK LINES, UNDERGROUND UTILITIES, RESERVATIONS AND RESTRICTIONS OF RECORD.

GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER
REGISTRATION #3945

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER OR THE ELECTRONIC SIGNATURE AND/OR ORIGINAL SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID. LICENSE BUSINESS #8017

GENERAL NOTES:

THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

BEARING SYSTEM BASED ON THE EAST LINE OF SECTION 25, TOWNSHIP 36 SOUTH, RANGE 29 EAST, AS BEING S01°30'00"E.

LEGEND OF SYMBOLS & ABBREVIATIONS

PG	PAGE
P.B.	PLAT BOOK
O.R.	OFFICIAL RECORD
R/W	RIGHT OF WAY
P.C.	POINT OF CURVE
P.T.	POINT OF TANGENT
P.R.C.	POINT OF REVERSE CURVE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
F.N.D.	FOUND NAIL & DISK
F.L.	FENCE LINE
F.C.	FENCE CORNER
CONC.	CONCRETE
B.F.P.	BACK FLOW PREVENTER
C.L.F.	CHAIN LINK FENCE
C.B.S.	CONCRETE BLOCK STRUCTURE
(P)	AS RECORDED ON PLAT
(D)	AS RECORDED ON DEED
(F)	AS MEASURED IN FIELD
(PRO)	PRORATED MEASUREMENT
F.C.M.	FOUND CONCRETE MONUMENT
S.C.M.	SET CONCRETE MONUMENT PSM 3945
S.I.R.	SET IRON ROD & CAP PSM 3945
S.N.D.	SET NAIL & DISK STAMPED PSM 3945

VAULT, SIGN (AS NOTED), TOWER, MONITORING WELL, FLAG POLE, WATER VALVE, FIRE HYDRANT, BACKFLOW PREVENTER, WATER METER, WELL, STORM DRAIN MANHOLE, STORM DRAIN INLET, METER POST, POWER POLE, LIGHT POLE, GUY WIRE, ELECTRIC MANHOLE, ELECTRIC METER, ELECTRIC VAULT, ELECTRIC BOX, TRANSFORMER, AIR CONDITIONER UNIT, TELEPHONE MANHOLE, TELEPHONE BOX, CABLE BOX, GREASE TRAP, SEWER MANHOLE, SEWER VALVE, CLEAN OUT, GAS VALVE, GAS METER, HANDICAPPED PARKING, MITERED END SECTION, TRAFFIC SIGNAL BOX, SIGNAL LIGHT POLE, SIGNAL LIGHT, POINT OF ACCESS

REVISIONS

1	
2	
3	
4	
5	

SHEET 1 OF 1

NORTH

GRAPHIC SCALE

50 0 25 50

(IN FEET)
1 inch = 50 ft.

LINE TABLE

BOUNDARY
TIE LINE
LOT LINE
BUILDING
CENTERLINE
RIGHT OF WAY
TOP OF BANK — TOB —
TOE OF SLOPE — TOS —
CENTERLINE OF SWALE — CLS —
OVERHEAD WIRES — OHE —

BOUNDARY SURVEY

LEGAL DESCRIPTION:
A PORTION OF THE EAST HALF OF SECTION 25, TOWNSHIP 36 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 01°30'00" WEST, ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 69.00 FEET; THENCE SOUTH 88°30'02" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 01°29'58" WEST, A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°30'02" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°29'58" WEST, A DISTANCE OF 258.53 FEET; THENCE NORTH 40°21'33" EAST, A DISTANCE OF 425.16 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF VISTA DRIVE, PER OFFICIAL RECORDS BOOK 1496, PAGE 1898, OF THE PUBLIC RECORDS OF HIGHALNDS COUNTY, FLORIDA; THENCE SOUTH 01°33'33" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 223.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING FOR ITS ELEMENTS A RADIUS OF 266.00 FEET A CENTRAL ANGLE OF 34°23'09", AND A CHORD BEARING OF SOUTH 18°45'07" EAST, 157.25 FEET; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE LEFT, AN ARC LENGTH OF 159.64 FEET; THENCE SOUTH 88°30'02" WEST, A DISTANCE OF 80.56 FEET; THENCE SOUTH 01°29'58" EAST, A DISTANCE OF 201.90 FEET TO THE POINT OF BEGINNING, CONTAINING 113,773 SQUARE FEET OR 2.61 ACRES, MORE OR LESS.

EXHIBIT "B"
Portion of frontage road on
Fire Station Property

G:\WHISLER\LP EMS STATION 36\LP EMS Station 36.dwg, 4/1/21, Model, Acad 1-249 Block.ctb

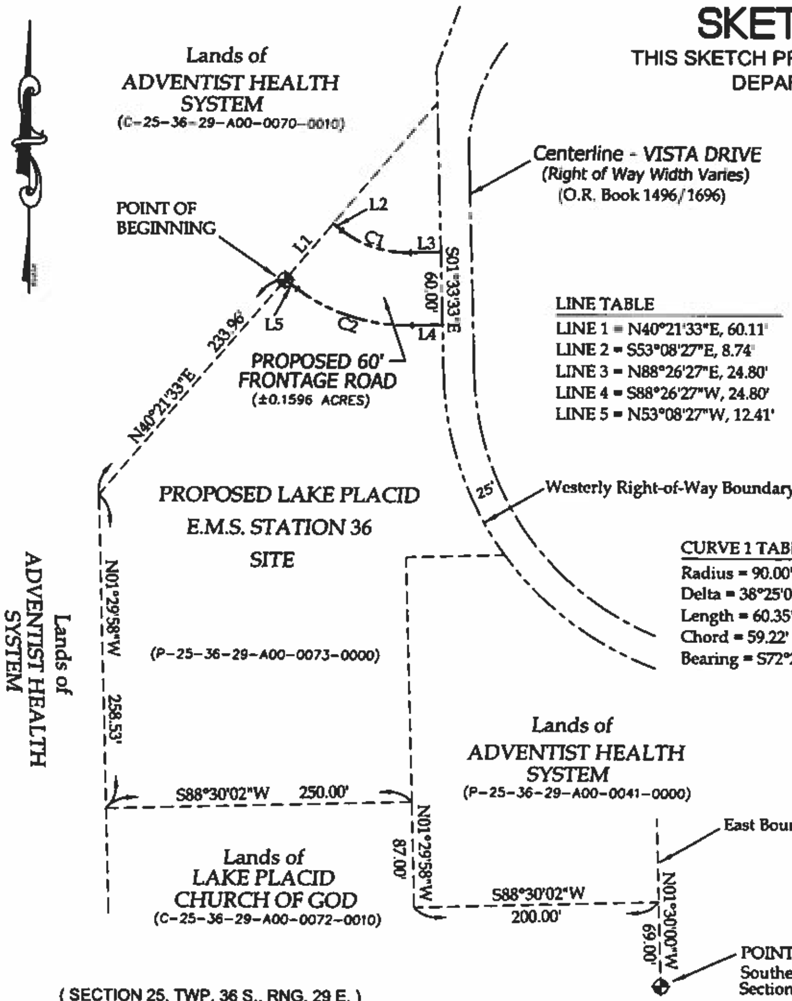
SKETCH OF DESCRIPTION

THIS SKETCH PREPARED BY HIGHLANDS COUNTY ENGINEERING DEPARTMENT IS NOT A BOUNDARY SURVEY.

GRAPHIC SCALE

0 120 180 240

(IN FEET)
1 inch = 120 ft.



LINE TABLE

LINE 1 = N40°21'33"E, 60.11'
LINE 2 = S53°08'27"E, 8.74'
LINE 3 = N88°26'27"E, 24.80'
LINE 4 = S88°26'27"W, 24.80'
LINE 5 = N53°08'27"W, 12.41'

CURVE 1 TABLE

Radius = 90.00'
Delta = 38°25'06"
Length = 60.35'
Chord = 59.22'
Bearing = S72°21'00"E

CURVE 2 TABLE

Radius = 150.00'
Delta = 38°25'06"
Length = 100.58'
Chord = 98.71'
Bearing = N72°21'00"W

EMS STATION 36 FRONTAGE ROAD:

A portion of the northeast quarter of Section 25, Township 36 South, Range 29 East, Highlands County, Florida, being more particularly described as follows:
Commence at the southeast corner of the northeast quarter of said Section 25, thence North 01°30'00" West, along the east boundary of said northeast quarter, a distance of 69.00 feet; thence South 88°30'02" West, a distance of 200.00 feet; thence North 01°29'58" West, a distance of 87.00 feet; thence South 88°30'02" West, a distance of 250.00 feet; thence North 01°29'58" West, a distance of 258.53 feet; thence North 40°21'33" East, a distance of 233.96 feet to the Point of Beginning; Thence continue North 40°21'33" East, a distance of 60.11 feet; thence South 53°08'27" East, a distance of 8.74 feet to the beginning of a curve concaved northeasterly, having a radius of 90.00 feet (chord length of 59.22 feet, bearing South 72°21'00" East); thence southeasterly along said curve, through a central angle of 38°25'06", a distance of 60.35 feet; thence North 88°26'27" East, a distance of 24.80 feet to the westerly right-of-way boundary of Vista Drive; thence South 01°33'33" East, along said westerly right-of-way boundary, 60.00 feet; thence South 88°26'27" West, a distance of 24.80 feet to the beginning of a curve concaved northeasterly, having a radius of 150.00 feet (chord length of 98.71 feet, bearing North 72°21'00" West); thence northwesterly along said curve, through a central angle of 38°25'06", a distance of 100.58 feet; thence North 53°08'27" West, a distance of 12.41 feet, returning to the Point of Beginning. Easement contains 6951 square feet (0.1596 acres), more or less.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE IN REPRODUCTION.
3. PARENT TRACT DESCRIPTION PER BOUNDARY SURVEY PREPARED BY GERMAINE SURVEYING, INC., DRAWING #282-20, DATED MAY 7, 2020.

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the sketch shown hereon is a graphic representation of the above described lands, and that said description was generated under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 through .052 of the Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

RALPH H. WHISLER, III, HIGHLANDS COUNTY SURVEYOR

SIGNATURE DATE: ______

SKETCH DATE DECEMBER 03, 2020

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS

DATE	BY	DESCRIPTION
01APR21	RHW	Revised Description per County Attorney Comments
08APR21	RHW	Revised Labels per County Attorney Comments

DESIGNED BY: N/A
DRAWN BY: RW
CHECKED BY: RHW III
IN CHARGE: R. WHISLER III, P.L.S.
DATE: DECEMBER 03, 2020

HIGHLANDS COUNTY ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: RALPH H. WHISLER III, P.L.S.
FLORIDA REGISTRATION NO.: LS 5248
DATE:

COUNTY OF HIGHLANDS STATE OF FLORIDA

PROPOSED 60' FRONTAGE ROAD
LAKE PLACID E.M.S. STATION 36

SCALE: 1"=120'
DRAWING NO. -
REV. 0
SHEET 1 OF 1

EXHIBIT "C"

G:\WHISLER\LP EMS STATION 36\LP EMS Station 36.dwg, 4/8/21, Model, Acad 1-240 Block.ctb

SKETCH OF DESCRIPTION

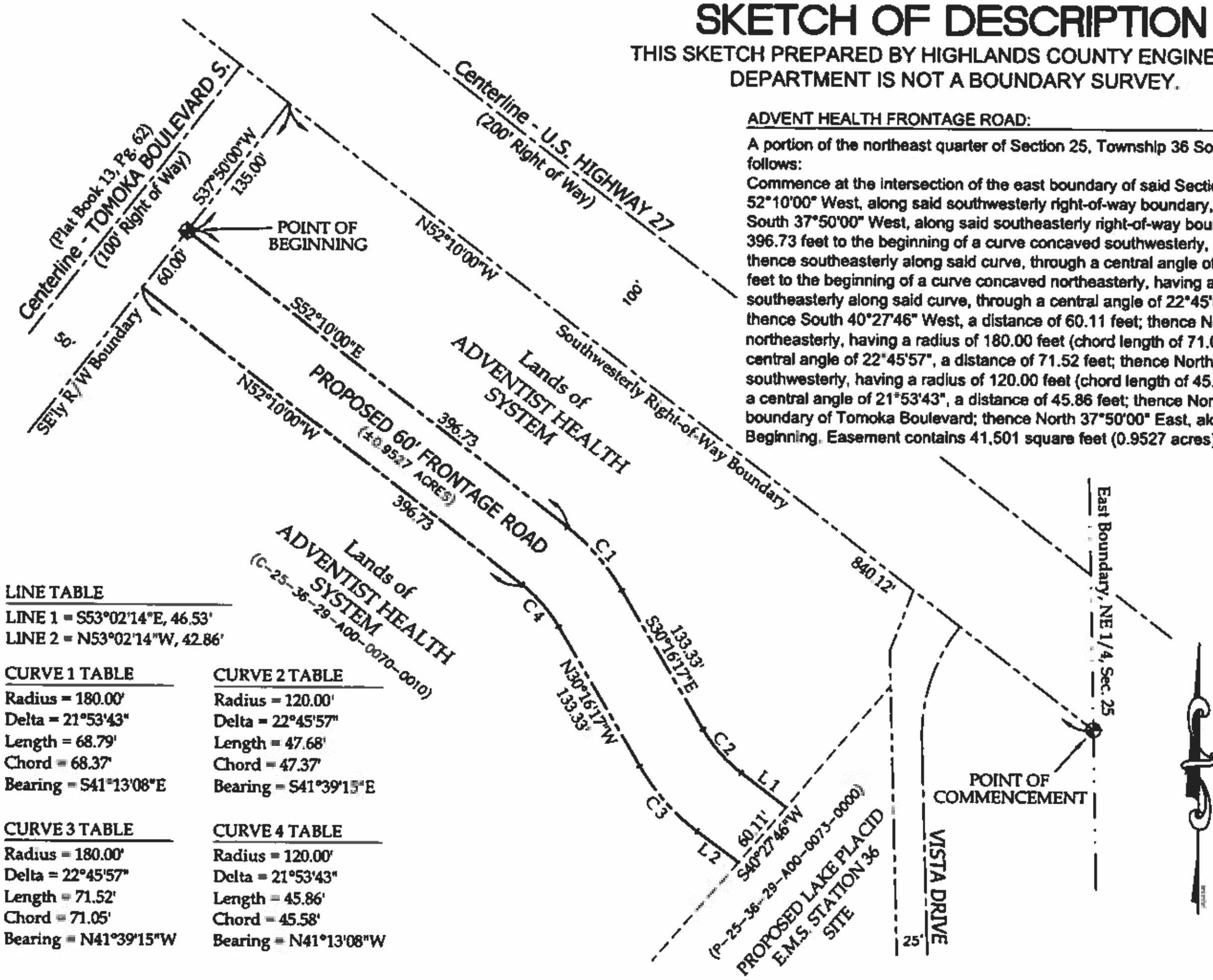
THIS SKETCH PREPARED BY HIGHLANDS COUNTY ENGINEERING DEPARTMENT IS NOT A BOUNDARY SURVEY.

0 120 180 240
(IN FEET)
1 inch = 120 ft.

ADVENT HEALTH FRONTAGE ROAD:

A portion of the northeast quarter of Section 25, Township 36 South, Range 29 East, Highlands County, Florida, being more particularly described as follows:

Commence at the intersection of the east boundary of said Section 25 and the southwesterly right-of-way boundary of U.S. Highway 27, thence North 52°10'00" West, along said southwesterly right-of-way boundary, 840.12 feet to the southeasterly right-of-way boundary of Tomoka Boulevard; thence South 37°50'00" West, along said southeasterly right-of-way boundary, 135.00 feet to the Point of Beginning; thence South 52°10'00" East, a distance of 396.73 feet to the beginning of a curve concaved southwesterly, having a radius of 180.00 feet (chord length of 68.37 feet, bearing South 41°13'08" East); thence southeasterly along said curve, through a central angle of 21°53'43", a distance of 68.79 feet; thence South 30°16'17" East, a distance of 133.33 feet to the beginning of a curve concaved northeasterly, having a radius of 120.00 feet (chord length of 47.37 feet, bearing South 41°39'15" East); thence southeasterly along said curve, through a central angle of 22°45'57", a distance of 47.68 feet; thence South 53°02'14" East, a distance of 46.53 feet; thence South 40°27'46" West, a distance of 60.11 feet; thence North 53°02'14" West, a distance of 42.86 feet to the beginning of a curve concaved northeasterly, having a radius of 180.00 feet (chord length of 71.05 feet, bearing North 41°39'15" West); thence northwesterly along said curve, through a central angle of 22°45'57", a distance of 71.52 feet; thence North 30°16'17" West, a distance of 133.33 feet to the beginning of a curve concaved southwesterly, having a radius of 120.00 feet (chord length of 45.58 feet, bearing North 41°13'08" West); thence northwesterly along said curve, through a central angle of 21°53'43", a distance of 45.86 feet; thence North 52°10'00" West, a distance of 396.73 feet to the said southeasterly right-of-way boundary of Tomoka Boulevard; thence North 37°50'00" East, along said southeasterly right-of-way boundary, 60.00 feet, returning to the Point of Beginning. Easement contains 41,501 square feet (0.9527 acres), more or less.



LINE TABLE

LINE 1 = S53°02'14"E, 46.53'
LINE 2 = N53°02'14"W, 42.86'

CURVE 1 TABLE	CURVE 2 TABLE
Radius = 180.00'	Radius = 120.00'
Delta = 21°53'43"	Delta = 22°45'57"
Length = 68.79'	Length = 47.68'
Chord = 68.37'	Chord = 47.37'
Bearing = S41°13'08"E	Bearing = S41°39'15"E

CURVE 3 TABLE	CURVE 4 TABLE
Radius = 180.00'	Radius = 120.00'
Delta = 22°45'57"	Delta = 21°53'43"
Length = 71.52'	Length = 45.86'
Chord = 71.05'	Chord = 45.58'
Bearing = N41°39'15"W	Bearing = N41°13'08"W

(SECTION 25, TWP. 36 S., RNG. 29 E.)

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE IN REPRODUCTION.
3. PARENT TRACT RECORDED IN O.R. BOOK 672, PAGE 733 PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the sketch shown hereon is a graphic representation of the above described lands, and that said description was generated under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 through .052 of the Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

RALPH H. WHISLER, III, HIGHLANDS COUNTY SURVEYOR

SIGNATURE DATE: ____________

SKETCH DATE ____ DECEMBER 03, 2020 ____

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS

DATE	BY	DESCRIPTION
01APR21	RHW	Revised Description per County Attorney Comments
08APR21	RHW	Revised Labels per County Attorney Comments

DESIGNED BY: N/A
DRAWN BY: RW
CHECKED BY: RHW III
IN CHARGE: R. WHISLER III, P.L.S.
DATE: DECEMBER 03, 2020

HIGHLANDS COUNTY ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: RALPH H. WHISLER III, P.L.S.
FLORIDA REGISTRATION NO.: LS 5248
DATE:

COUNTY OF HIGHLANDS STATE OF FLORIDA

PROPOSED 60' FRONTAGE ROAD
ADVENTIST HEALTH SYSTEM PARCEL

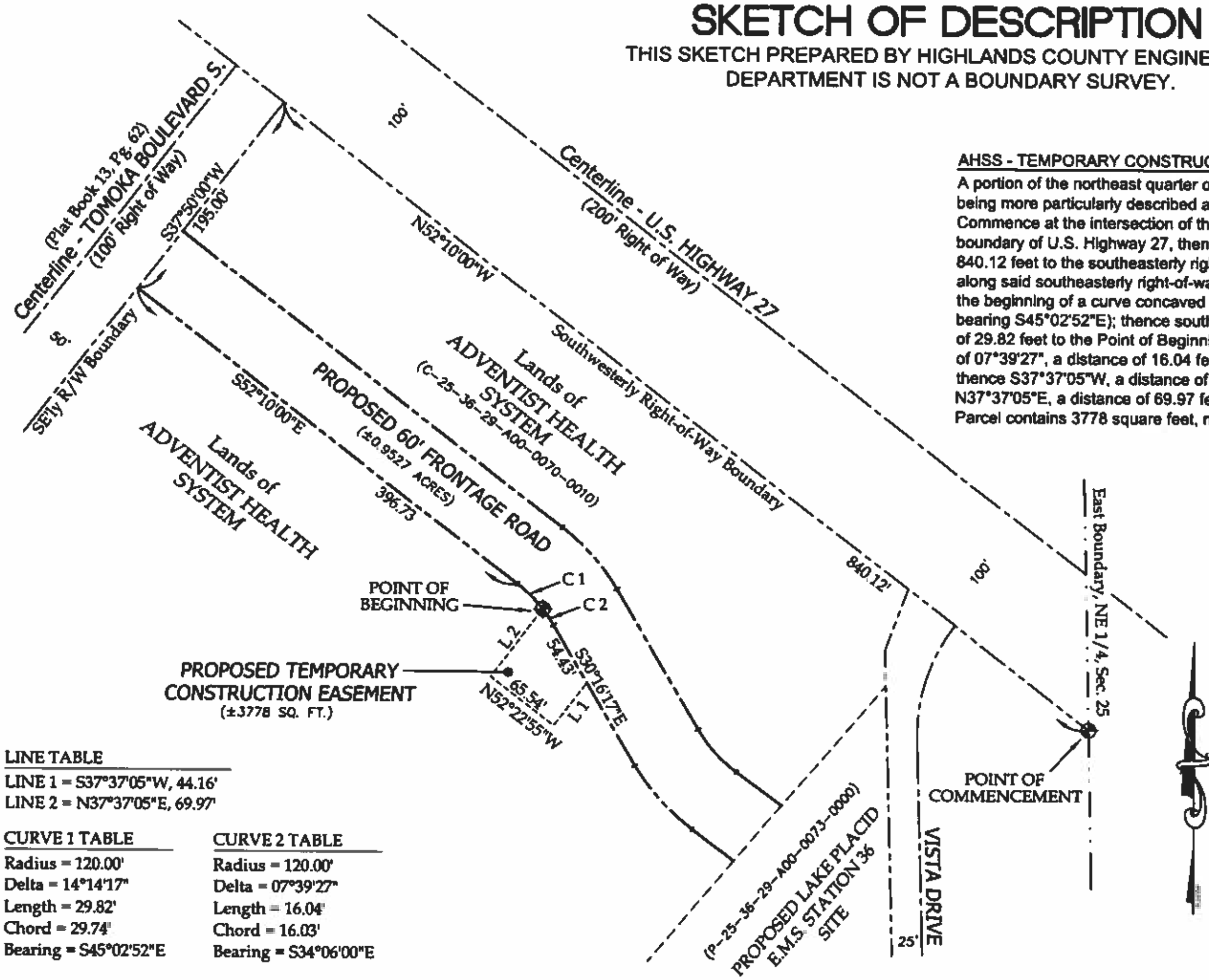
SCALE: 1"=120'
DRAWING NO. –
REV. 0
SHEET 1 OF 1

EXHIBIT "D"
Driveway Connection Property

G:\WHISLER\LP EMS STATION 36\LP EMS Station 36.dwg, 4/8/21, Model, Acad 1-249 Black.ctb

SKETCH OF DESCRIPTION

THIS SKETCH PREPARED BY HIGHLANDS COUNTY ENGINEERING DEPARTMENT IS NOT A BOUNDARY SURVEY.



LINE TABLE

LINE 1 = S37°37'05"W, 44.16'
LINE 2 = N37°37'05"E, 69.97'

CURVE 1 TABLE	CURVE 2 TABLE
Radius = 120.00'	Radius = 120.00'
Delta = 14°14'17"	Delta = 07°39'27"
Length = 29.82'	Length = 16.04'
Chord = 29.74'	Chord = 16.03'
Bearing = S45°02'52"E	Bearing = S34°06'00"E

(SECTION 25, TWP. 36 S., RNG. 29 E.)

AHSS - TEMPORARY CONSTRUCTION EASEMENT:

A portion of the northeast quarter of Section 25, Township 36 South, Range 29 East, Highlands County, Florida, being more particularly described as follows:
Commence at the intersection of the east boundary of said Section 25 and the southwesterly right-of-way boundary of U.S. Highway 27, thence North 52°10'00" West, along said southwesterly right-of-way boundary, 840.12 feet to the southeasterly right-of-way boundary of Tomoka Boulevard; thence South 37°50'00" West, along said southeasterly right-of-way boundary, 195.00 feet; thence S52°10'00"E, a distance of 396.73 feet to the beginning of a curve concaved southwesterly, having a radius of 120.00 feet (chord length of 29.74 feet, bearing S45°02'52"E); thence southeasterly along said curve, through a central angle of 14°14'17", a distance of 29.82 feet to the Point of Beginning; thence continue southeasterly along said curve, through a central angle of 07°39'27", a distance of 16.04 feet (said curve having a chord length of 16.03 feet, bearing S34°06'00"E); thence S37°37'05"W, a distance of 44.16 feet; thence N52°22'55"W, a distance of 65.54 feet; thence N37°37'05"E, a distance of 69.97 feet, returning to the Point of Beginning.
Parcel contains 3778 square feet, more or less.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE IN REPRODUCTION.
3. PARENT TRACT RECORDED IN O.R. BOOK 672, PAGE 733 PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the sketch shown hereon is a graphic representation of the above described lands, and that said description was generated under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 through .052 of the Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

RALPH H. WHISLER, III, HIGHLANDS COUNTY SURVEYOR

SIGNATURE DATE: ____________

SKETCH DATE ____ APRIL 01, 2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS

DATE	BY	DESCRIPTION
08APR21	RHW	Revised Labels per County Attorney Comments

DESIGNED BY: N/A
DRAWN BY: RW
CHECKED BY: RHW III
IN CHARGE: R. WHISLER III, PLS
DATE: APRIL 01, 2021

HIGHLANDS COUNTY ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: RALPH H. WHISLER III, P.L.S.
FLORIDA REGISTRATION NO.: LS 5248
DATE:

PROPOSED TEMPORARY CONSTRUCTION EASEMENT
ADVENTIST HEALTH SYSTEM PARCEL

SCALE: 1"=120'
DRAWING NO. -
REV. 0
SHEET 1 OF 1

EXHIBIT "E"
Cross-Access Easement

CROSS ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between Highlands County, Florida, a political subdivision of the State of Florida (County), 600 S. Commerce Avenue, Sebring, Florida 33870, Adventist Health System Sunbelt Health Care Corporation, a Florida not for profit corporation ("AHSS") and Adventist Health System/Sunbelt, Inc., a Florida not for profit corporation ("Adventist Health").

WHEREAS, AHSS is fee simple owner of that certain real property situated in Highlands County, Florida, described in **Exhibit "A"** attached hereto and made a binding part hereof ("Parcel A"); and

WHEREAS, the County is the fee simple owner of that certain real property situated in Highlands County, Florida described in **Exhibit "B"** attached hereto and made a binding part hereof ("Parcel B"); and

WHEREAS, Adventist Health is the fee simple owner of that certain real property situated in Highlands County, Florida described in **Exhibit "C"** attached hereto and made a binding part hereof ("Parcel C"); and

WHEREAS, it is the intent of the Parties to create/grant a perpetual cross access easement over, upon and across each property (Parcel A and Parcel B) and create/grant a temporary right of access over Parcel C.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Parcel A

1. AHSS hereby grants a temporary easement to the County on, over, upon and across Parcel A for the purpose of constructing a frontage road as depicted in Exhibit "A". The frontage road shall be designed and constructed by the County to the standard that it deems appropriate in its sole discretion. The temporary easement shall terminate upon completion of the construction of the frontage road.

2. AHSS hereby grants a perpetual easement to the County, its successors and assigns, appurtenant to Parcel B, on, over, upon and across Parcel A for purposes of vehicular and pedestrian ingress and egress to and from and for all other uses expressly contemplated by this agreement.

3. Following the construction of the frontage road over and across Parcel A, at its sole cost and expense, AHSS, its successors and assigns, shall be solely responsible for the proper and safe maintenance and upkeep of Parcel A and any and all improvements located thereon. In the event that the frontage road over and across

Parcel B is publicly dedicated or transferred to a governmental entity, then the maintenance obligations of AHSS shall cease as of the date of such dedication or transfer.

4. In the event AHSS fails to maintain the frontage road located on Parcel A in a proper and safe manner, the County may send written notice of the same to AHSS and if AHSS does not commencement the necessary maintenance within sixty (60) days after receipt of such notice, the County shall have the right, but under no circumstances shall it have the obligation, to maintain the same. In the event the County is forced to maintain the frontage road located on Parcel A, AHSS shall reimburse the County for any and all such maintenance costs.

5. The plans and specifications for the construction of the Frontage Road over Parcel A and for the driveway connection on Parcel C, as described below, shall be subject to the approval of AHSS, such approval not to be unreasonably withheld or delayed.

Parcel B

6. The County hereby grants a perpetual easement to AHSS and Adventist Health, their successors and assigns, appurtenant to Parcel A on, over, upon and across Parcel B for purposes of vehicular and pedestrian ingress and egress to and from and for all other uses expressly contemplated by this agreement.

7. Following the construction of the frontage road over and across Parcel B, at its sole cost and expense, the County its successors and assigns, shall be solely responsible for the proper and safe maintenance and upkeep of Parcel B and any and all improvements located thereon.

Parcel C

8. Adventist Health hereby grants a temporary easement to the County on, over, upon and across Parcel C for the purpose of constructing a driveway connection to the Adventist Health property as depicted in Exhibit "C" and the County hereby, at its expense, agrees to construct such driveway connection. The driveway connection shall be designed and constructed by the County to the standard that it deems appropriate in its sole discretion. The temporary easement shall terminate upon completion of the construction of the driveway connection.

Covenants Running with the Land

9. All provisions of this Agreement, including the benefits and burdens set forth herein shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

10. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of any party's property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein. Each party hereto shall be permitted, from time to time, to take

whatever reasonable action it deems necessary to prevent any portion of their respective properties from being dedicated or taken for public use or benefit.

11. In the event of the sale of a parcel subject to this Agreement, the transferor shall remain liable for its breach of any of the covenants under this Agreement, if any, occurring prior to the date of the transfer and the transferee shall become liable for the covenants under this Agreement from and after such transfer of ownership.

12. The Easements herein agreed to, created, and granted shall be perpetual, and may not be terminated without the express consent of the current owners of Parcels A, B and C.

13. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

14. In the event of a breach of any term, covenant, restriction or condition of this Agreement by a party, the other party shall have, in addition to the right to collect damages, the right to enjoin such breach or threatened breach in a court of competent jurisdiction.

15. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

Adventist Health System Sunbelt Health Care Corporation, a Florida not for profit corporation

EXHIBIT ONLY

Print: ______________________________

Title: ______________________________

Date: ______________________________

WITNESSES:

____

Print: ________________________

____

Print: ________________________

STATE OF FLORIDA
COUNTY OF ____________________

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of ____________________, as ____________________, of Adventist Health System Sunbelt Health Care Corporation, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced ______________________________ as identification.

(stamp)

____
NOTARY PUBLIC, State of Florida

Adventist Health System/Sunbelt, Inc.

EXHIBIT ONLY

Print: ______________________________

Title: ______________________________

Date: ______________________________

WITNESSES:

____

Print: ________________________

____

Print: ________________________

STATE OF FLORIDA
COUNTY OF ____________________

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of ____________________, as ____________________, of Adventist Health System/Sunbelt, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced ______________________________ as identification.

(stamp)

____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

EXHIBIT ONLY
Scott Kirouac, Chairman

Date: ______________________________

ATTEST:

____
Jerome Kaszubowski, Clerk

WITNESSES:

____

Print:_______________________

____

Print: _______________________

STATE OF FLORIDA
COUNTY OF ____________________

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Scott Kirouac, as Chairman, of the Highlands County Board of County Commissioners who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced ______________________________ as identification.

(stamp)

____
NOTARY PUBLIC, State of Florida

Exhibit "A"

PARCEL A

A portion of the northeast quarter of Section 25, Township 36 South, Range 29 East, Highlands County, Florida, being more particularly described as follows:

Commence at the intersection of the east boundary of said Section 25 and the southwesterly right-of-way boundary of U.S. Highway 27, thence North 52°10'00" West, along said southwesterly right-of-way boundary, 840.12 feet to the southeasterly right-of-way boundary of Tomoka Boulevard; thence South 37°50'00" West, along said southeasterly right-of-way boundary, 135.00 feet to the Point of Beginning; thence South 52°10'00" East, a distance of 396.73 feet to the beginning of a curve concaved southwesterly, having a radius of 180.00 feet (chord length of 68.37 feet, bearing South 41°13'08" East); thence southeasterly along said curve, through a central angle of 21°53'43", a distance of 68.79 feet; thence South 30°16'17" East, a distance of 133.33 feet to the beginning of a curve concaved northeasterly, having a radius of 120.00 feet (chord length of 47.37 feet, bearing South 41°39'15" East); thence southeasterly along said curve, through a central angle of 22°45'57", a distance of 47.68 feet; thence South 53°02'14" East, a distance of 46.53 feet; thence South 40°27'46" West, a distance of 60.11 feet; thence North 53°02'14" West, a distance of 42.86 feet to the beginning of a curve concaved northeasterly, having a radius of 180.00 feet (chord length of 71.05 feet, bearing North 41°39'15" West); thence northwesterly along said curve, through a central angle of 22°45'57", a distance of 71.52 feet; thence North 30°16'17" West, a distance of 133.33 feet to the beginning of a curve concaved southwesterly, having a radius of 120.00 feet (chord length of 45.58 feet, bearing North 41°13'08" West); thence northwesterly along said curve, through a central angle of 21°53'43", a distance of 45.86 feet; thence North 52°10'00" West, a distance of 396.73 feet to the said southeasterly right-of-way boundary of Tomoka Boulevard; thence North 37°50'00" East, along said southeasterly right-of-way boundary, 60.00 feet, returning to the Point of Beginning. Easement contains 41,501 square feet (0.9527 acres), more or less.

Exhibit "B"

PARCEL B

A portion of the northeast quarter of Section 25, Township 36 South, Range 29 East, Highlands County, Florida, being more particularly described as follows:

Commence at the southeast corner of the northeast quarter of said Section 25, thence North 01°30'00" West, along the east boundary of said northeast quarter, a distance of 69.00 feet; thence South 88°30'02" West, a distance of 200.00 feet; thence North 01°29'58" West, a distance of 87.00 feet; thence South 88°30'02" West, a distance of 250.00 feet; thence North 01°29'58" West, a distance of 258.53 feet; thence North 40°21'33" East, a distance of 233.96 feet to the Point of Beginning; Thence continue North 40°21'33" East, a distance of 60.11 feet; thence South 53°08'27" East, a distance of 8.74 feet to the beginning of a curve concaved northeasterly, having a radius of 90.00 feet (chord length of 59.22 feet, bearing South 72°21'00" East); thence southeasterly along said curve, through a central angle of 38°25'06", a distance of 60.35 feet; thence North 88°26'27" East, a distance of 24.80 feet to the westerly right-of-way boundary of Vista Drive; thence South 01°33'33" East, along said westerly right-of-way boundary, 60.00 feet; thence South 88°26'27" West, a distance of 24.80 feet to the beginning of a curve concaved northeasterly, having a radius of 150.00 feet (chord length of 98.71 feet, bearing North 72°21'00" West); thence northwesterly along said curve, through a central angle of 38°25'06", a distance of 100.58 feet; thence North 53°08'27" West, a distance of 12.41 feet, returning to the Point of Beginning. Easement contains 6951 square feet (0.1596 acres), more or less.

Exhibit "C"

PARCEL C

A portion of the northeast quarter of Section 25, Township 36 South, Range 29 East, Highlands County, Florida, being more particularly described as follows:

Commence at the intersection of the east boundary of said Section 25 and the southwesterly right-of-way boundary of U.S. Highway 27, thence North 52°10'00" West, along said southwesterly right-of-way boundary, 840.12 feet to the southeasterly right-of-way boundary of Tomoka Boulevard; thence South 37°50'00" West, along said southeasterly right-of-way boundary, 195.00 feet; thence S52°10'00"E, a distance of 396.73 feet to the beginning of a curve concaved southwesterly, having a radius of 120.00 feet (chord length of 29.74 feet, bearing S45°02'52"E); thence southeasterly along said curve, through a central angle of 14°14'17", a distance of 29.82 feet to the Point of Beginning; thence continue southeasterly along said curve, through a central angle of 07°39'27", a distance of 16.04 feet (said curve having a chord length of 16.03 feet, bearing S34°06'00"E); thence S37°37'05"W, a distance of 44.16 feet; thence N52°22'55"W, a distance of 65.54 feet; thence N37°37'05"E, a distance of 69.97 feet, returning to the Point of Beginning. Parcel contains 3778 square feet, more or less.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Sherry 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 May 27, 2021.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact

Attachments: COUNTY ATTORNEY LOG.pdf

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 5	Clinton Howerton	Solid Waste Contract	Under review
2	Priority 8	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS-waiting on additional information
3	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Drafts prepared/mtgs. set
4	Priority 4	Rachel Barry	Review revisions to Lien Satisfaction Policy	Assigned-MR/draft prepared
5	Priority 4	Rebecca Cable	Review revisions to Personnel Manual	Assigned-MR/Under review
6	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
7	Priority 8	Clinton Howerton	Prepare Deed re: property on Kenilworth	Assigned SS/Under review
8	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
9	Priority 4	Meghan DiGiacomo	Review Economic Development pending legal items for review	Assigned – SS/under review
10	Priority 4	Gigie Simeon with AT&T	Request to review revised Brighton Tower Contract with AT&T	Assigned-MR/Under review
11	Priority 4	Rachel Barry	Review Ordinance for FLUM Amendment CPA-21-587SS	Assigned-SS/under review
12	Priority 4	Clinton Howerton	Review e-mail regarding Phypers Agreement	Assigned-SS/Under review
13	Priority 4	Leah Sauls	Review Visit Sebring Agreement – EDA RAO	Assigned-MR/Under review
14	Priority 4	Cynthia Acevedo	Review Ounce of Prevention Amendment	Assigned-MR/Under review
15	Priority 4	Christine Davis	Review RFP-21-008-Lead Tourism Consultant	Assigned-MR/Under review

16	Priority 4	Chantel Brutus	Review e-mail regarding Invoice from Bandwango	
17	Priority 4	Leah Sauls	Review BOA 1879 – special acceptance application	Assigned-SS/under review
18	Priority 4	Karen Lepera	Review e-mail regarding rental of buildings in Sun n Lake of Lake Placid	Assigned-MR/Under review
19	Priority 4	Ginger Svendsen	Review Interlocal Agreement for Town of Lake Placid and Avon Park	Assigned-SS/MR-Under review

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 06/01/2021

PRESENTER:	**Liz Barber, Legislative Affairs & Grants Coordinator & Randy Vosburg, County Administrator.**
SUBJECT/TITLE:	**Request approval of Budget Amendment 20-21-085 to appropriate funds to pursue federal grant funding.**

STATEMENT OF ISSUE

This budget amendment is transferring funds from the 20-21-085 for Contingency to pursue federal grant funding by working with Merchant McIntyre & Associates, LLC (known as MM) for the 3 month trial period, as previously voted on and approved by the commission on 4/23/2021.

In its capacity as a consultant, MM shall make its best effort to assist the County in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the County with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the County's federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the County's funding initiatives.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-085 to appropriate funds to pursue federal grant funding.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring $19,500 from cost center 9990 (Budgetary Expenditure AC/005), account 59900 (Reserve for Contingency) to cost center 2111 (Central Services), account 53100 (Professional Services).

Attachments: 20-21-085 Merchant McIntyre Assoc. Svcs_3 Months.pdf
20-21-085 Merchant McIntyre Assoc. Svcs (RESERVE) (1).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
May 17, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/26/2021**

SUBMITTED BY: **Elizabeth Barber**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990, 2111**

PROJECT(S) #: ________ PROJECT TITLE(S): ________ COST CENTER TITLE(S): **Budgetary Expenditure AC/005, Central Services**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**9990**	**59900**	**Reserve for Contingency**		**353,595.00**		**19,500.00**	**334,095.00**
E	**005**	**2111**	**53100**	**Professional Services**			**19,500.00**		**19,500.00**
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate funds for Board approved Agreement with Merchant McIntyre Associates for government relations services for 3 months**.

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **20-21-085** **TRANSFER TYPE:**

________ Approval

________ Denial

ACTION:
Board ________ Approved ________ Denied
County Administrator ________ Approved ________ Denied

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

SIGNATURE: ________

DATE: ____/____/____

Signature: ________

Posted by Clerk: ________

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2020-2021

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/20		BEGINNING BALANCE		**$445,000.00**	
10/06/20	10/06/20	20-21-006	($41,405.00)	$403,595.00	To adjust the Property Appraiser's budget to reflect the DOR salary adjustment and employee COLA/merit.
12/15/20	12/15/20	20-21-140	($50,000.00)	$353,595.00	To set up funding for Clerk IT purchases to benefit BOCC departments.
06/01/21		20-21-085	($19,500.00)	$334,095.00	For Board approved Agreement with Merchant McIntyre Associates for government relations services for 3 months.
REVISED TOTAL:				**$334,095.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of May 25, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's Priorities (FINAL) 6.1.2021.pdf
Status - Project Updates (FINAL) 6.1.2021.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Waiting on Highlands Regional/HCA Leadership to prepare written notification of their desire to buy the hospital facility and include their evaluation of what the facility is worth. Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. Still waiting on letter from CEO. Hospital has rebranded and is now HCA Florida Highlands Hospital.	Communications continues, awaiting letter from HCA leadership. Intend to find a specialized appraiser that both parties agree to use. Map a plan for funds after the sale of the facility. Next hospital district meeting is scheduled for May 27 at 1:15 pm.	27-May-21
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Opened a Task Order for the amount of $25,000 out of the 19-20 economic development budget with Kimley-Horn for ongoing general engineering, environmental and planning services for utilities (water & sewer) county-wide with hopes to continue services into ongoing years. Have spent the first $25,000. Have additional $25,000 set aside in current fiscal year budget (20-21) to continue services. Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. We have applied for and been awarded a grant for an additional $25,000 from Enterprise Florida. This is a reimbursable grant that will go to this project.	Kimley-Horn provided suggested next steps/deliverables with pricing included for ongoing efforts and implementation. Working our way down the list; within the bounds of funding. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Applied for rural toolkit grant and received approval. Next deliverables will include finishing draw down tests for Sun N Lake and City of Sebring and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. A hiring and spending freeze has been implemented. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Work to improve recycling efficiency from residents. Evaluating alternative options to meet State mandated goals.	Additional public education efforts have begun, including videos, mailouts, and meetings. Next action may include discussion of modifications to program to reduce contamination.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Provide Report to BOCC on findings.	Ongoing
Priority 7	TBD	Annexation/ Interlocals with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Dewatering design/permitting underway.	Complete re-design and construct 2021	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	5/24/2021
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	5/24/2021
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	BID documents sent to FDOT for final approval	Final approval of bid docs then advertise for bid.	5/15/2021
9	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also continuing to work with marketing firm to create content and implement marketing/communications plan - Industry infographics are complete. Applied for and received two rural development grants through Enterprise Florida and DEO. Working to further build out the HCED website with new marketing videos, clips, infographics and other data. Looking into infrastructure grant opportunities for strategic site development. Midway through Broadband Feasibility Study. Submitted application for DEO Technical Assistance Grant to fund Highlands County Retail Market Study.	Ongoing
10	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
11	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 1, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from June 1 through June 14, 2021

Attachments: