HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, March 18, 2025
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870

1. **MEETING CALLED TO ORDER: Invitation to fill out "COMMENTS BY THE PUBLIC" forms.**

   Please silence all cell phones and devices.

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ANNOUNCEMENTS**

   The Highlands County Board of County Commissioners will hold a special meeting for the purpose of holding a Workshop on traffic calming, at 10:00 a.m., on Tuesday, March 18, 2025 (POSTPONED TO 10:00 a.m., on TUESDAY, APRIL 1, 2025), in the Commissioner's Boardroom, 600 S. Commerce Ave., Sebring

   The Lake Istokpoga Management Committee (LIMC) will hold a special meeting at 9:00 a.m., on Friday, March 25, 2025, in Conference Room #1, of the Bert J. Harris, Jr., Agricultural Center, 4509 George Boulevard, Sebring

   The Highlands County Foward 2050! Community Workshop will be held at 5:30 p.m., at the Bert J. Harris Agricultural Center, 4509 George Boulevard, Sebring

5. **CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:**

6. **RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

   6.A *Presentation to Employee of the 4th Quarter of 2024*
   Laurie Hurner, County Administrator
   The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card and their name placed on a plaque displayed in the Government Center.
   Denise Williams nomination.docx

   6.B *County Administrator Laurie Hurner Presentation of Years of Service Awards*
   Laurie Hurner, County Administrator James K. Duppenthaler, Fire Chief Leah Sauls, Development Services Director Jonathan Harrison, Road & Bridge Director James D. Langford, Assistant County Administrator Tanya Cannady, Business Services Director

No fiscal impact.
Service Award Bio 2nd meeting Mar 2025.docx
STATEMENT OF ISSUE 3-18-25.docx

6.C *Request approval of a Proclamation recognizing March 2025 as "American Red Cross Month" in Highlands County, Florida*
There is no fiscal impact.
AMERICAN RED CROSS PROCLAMATION.1.pdf

6.D *Update from the Florida's 10th Judicial Court.*

6.E *CFRPC Project Update*
Jennifer Codo-Salisbury, Central Florida Regional Planning Council Cyndie Kramer, Planning & Zoning Manager
There is no fiscal impact.
Statement of Issue - Comp Plan Update.pdf
Highlands_CFRPC_EAR_VA_Briefing_03_18_2025.pdf

7. PUBLIC COMMENT

8. CONSENT AGENDA

8.A *Request approval of Budget Amendment 24-25-042 to reappropriate funds due to shortages on projects.*
Jonathan Harrison, Road and Bridge Director
No additional fiscal impact to Fund 151 (infrastructure Surtax). The funds of $22,220.88 are merely being transferred from project 24016 (Road Reconstruction) to 23112 (Lilac St, $757.21) and 23113 (Columbus St Construction and Drainage. $21,463.67).
Road and Bridge 24-25-042 Statement of Issue.pdf
24-25-042 Xfer Proj 24016 Funds to Proj 23112, 23113 for Road Construction Realign.pdf

8.B *Request approval of Amendment 1 between Highlands County and Placer Labs, Inc.*
Leah Sauls, Development Services Director.
The Fiscal Impact is $9,000 from Tourism (Fund 152, cost center 5305, account 55402), $14,000 from Economic Development (Fund 005, cost center 2810, account 55402), $3,000 from Development Services (Fund 005, cost center 3400, account 55402) and $9,000 from Building (Fund 180, cost center 3440A, account 55402).
Statement of Issue- Placer AI .pdf
Amendment1-HighlandsCounty-03.12.2025FINALCLEAN.pdf

8.C *Request approval Budget Amendment 24-25-044 to reallocate funds from 53400Z (Project Contractual Services) to 56810Z (Project PC Software Purchase)*
Carley Fitzgerald, FISP, FAEM, GIS Manager
There is no fiscal impact to Fund 110 (Transportation Trust Fund) or Project 23116 - Stormwater Conveyance since the funds were budgeted in the FY 24-25 Budget.

This Budget Amendment is simply reallocating funds to the proper account within the project.
1030-2024 Statement of Issue Upgrade to ESRI Software.pdf
24-25-044 Arc GIS Software Upgrade (BA).pdf
250225 Highlands GIS Enterprise Upgrade.pdf

8.D *Request to approve waiving the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Canal Cleanup April 4, 2025, and April 5, 2025*
Robert Diefendorf., E.I. Assistant to Critical Infrastructure Director
Landfill staff estimates that the Placid Lakes Homeowner Association Canan Cleanup will collect an estimated three (3) tons of Class 1 waste to be hauled to the landfill at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll-off bins for this event.
Statement of Issue.pdf
Placid Lakes Canal Cleanup Email Lepera.pdf
Placid Lakes Canal Cleanups.pdf

8.E *Request approval of the contract with Huddle Up Group to perform a Sports Tourism Facility Analysis.*
Casey Hartt, Tourism Lead Marketing Consultant Leah Sauls, Development Services Director
There is a fiscal impact in the amount of $65,000 of expenses to Fund 152 (Tourist Development Trust). However, this would replace the original Fiscal Impact of up to $100,000 encompassing the individual recipients of the Sports Facility Improvement Grant, of which the costs would have come from Fund 152 (Tourist Development Trust).
Statement of Issue - Sports Tourism Facility Analysis Contract.pdf
Highlands County Facility Project Notarized Agreement 2025.pdf

8.F *Request approval of the Highlands County State Housing Initiative Program (SHIP) Annual Report for 2021-2022 and 2022-2023 (interim report) with the accompanying client income breakdown and authorization to submit to the Florida Housing Finance Corporation.*
Stacy Smith, Highlands County Housing Program Manager
No Fiscal Impact
SHIP Report Attachments.pdf

8.G *Request to waive rental fees for the Venus Community Foundation for the use of the Venus Clubhouse.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact would result in a loss of revenues of $100.00 to Fund 005 (General Fund), revenue account 3475300 (Agri-Civic Center).
Statement of Issue.Venus.pdf
Venus Comm. Found. Fee Waiver.pdf
Venus Waiver History.pdf

8.H *Request approval Budget Amendment 24-25-045 to reallocate funds from 55200 (Operating Supplies) to 55230 (Attractive Property) for purchase of iPads.*
Eric Longshore, Building Official

There is no fiscal impact to Fund 180 (Building) as funds of $8,000 were budgeted in FY24-25 Adopted Budget.
Budget Amendment statement of issue ipads.docx
24-25-045 Building Division_Purchase IPad's (BA).pdf

9. COMMITTEE ASSIGNMENTS:

9.A *Request to reappoint Scott Webster as Regular Voting Member to the Construction Licensing Enforcement and Appeals Board for a four-year term expiring March 30, 2029.*
Eric Longshore, Building Official
There is no fiscal impact.
Statement of Issue.pdf
Scott Webster 2025.pdf
License Board Members 2025.xlsx

10. PUBLIC HEARING

11. ACTION AGENDA

11.A *Request approval of Amendment 3 to Agreement between Highlands County and Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion.*
Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director
There is no fiscal impact.
Statement of Issue Agenda Item # 1039-2024.pdf
Amendment 3 COMANCO, Executed, 03.12.25.pdf

11.B *Request approval of Resolution 24-25-071 for Budget Amendment 24-25-047 to set up funding for Project 24001 Hurricane Milton.*
David Nitz, OMB Manager Tanya Cannady, Business Svcs Director
The fiscal impact is an increase to Fund 005 (General) of $2,900,000 and is being appropriated in Project 24001 (Hurricane Milton), cost center 3996 (Emergency/Disaster Relief), and to various accounts as needed.
Statement of Issue - Hurricane Milton Agenda Item.pdf
24-25-047 Proj 24001 Hurricane Milton.pdf
24-25-047R Proj 24001 Hurricane Milton (Resolution).pdf

11.C *Request adoption of Resolution 24-25-070 for Budget Amendment 24-25-046 to roll SHIP projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.*
Valerie Fleeger, Senior Budget Analyst David Nitz, OMB Manager
The fiscal impact for FY 24/25 is an increase to Fund 166 SHIP in the amounts of $860,000.46 (Project 21366 SHIP PH 30), $830,473.82 (Project 22366 SHIP PH 31), and $1,011,834.07 (Project 23366 SHIP PH 32) for a total increase of $2,702,308.35.
Statement of Issue - SHIP Agenda Item.pdf
24-25-046 SHIP Project 21366, 22366, 23366 Rollover (BA).pdf

24-25-046R SHIP Project 21366, 22366, 23366 Rollover (Resolution).pdf

11.D *Request approval of Budget Amendment 24-25-048 to appropriate Project 23025 Body-Worn Camera Funds into the Sheriff's cost center.*
Paul Blackman, Sheriff
There is No Fiscal Impact. Funds have been previously approved and budgeted in cost center 3327 (Law Enforcement Other), account 56001Z (Project Capital Outlay) and this budget amendment is transferring the $729,390.87 to cost center 3101 (Sheriff â€“ 005), account 56001Z, Project 23025 (Body-Worn Camera Funds 24-25), all in Fund 005 (General).
Sheriff Body-Worn Cameras Statement of Issue.pdf
24-25-048 Project 23025 BW Camera Funds 24-25 (BA).pdf

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report as of March 12, 2025.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal Long Range Update (03.12.25).SGS.pdf

12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.

13. COMMISSIONERS

14. INFORMATIONAL

14.A *Board payables from March 18, 2025, through March 31, 2025*

15. ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Presentation to Employee of the 4th Quarter of 2024**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Denise Williams

FISCAL IMPACT

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card and their name placed on a plaque displayed in the Government Center.

Attachments: Denise Williams nomination.docx

I would like to nominate Denise Williams from Veteran Services. Denise goes above and beyond the role of Veteran Services officer. You can find Denise at the Emergency Operations Center during a storm activation, she helps arrange the Honor flights, as well as Thanksgiving and Christmas meals for our veterans every year. If Denise is in charge you know that the event will start right on time! I also got to witness firsthand the outstanding job she does in her primary role. Last year my father in law passed away and my mother in law had several questions about the benefits and services provided to the surviving spouse. My wife arranged a call between herself, Denise and my mother in law. Denise was very patient and took the time to go step by step on things that needed to be done and how to fill out the paperwork. She provided all the information and followed up to make sure there they had everything they needed. Partly because of the exemplary service and support Denise represents for the Veterans, my mother in law has decided to move to Highlands County and my wife's uncle who is a veteran as well, is looking to move here because of the support people like Denise provide to veterans in Highlands County. It is an absolute pleasure to have someone like Denise represent Highlands County and help take care of our veterans.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 18, 2025

PRESENTER: **Laurie Hurner, County Administrator James K. Duppenthaler, Fire Chief Leah Sauls, Development Services Director Jonathan Harrison, Road & Bridge Director James D. Langford, Assistant County Administrator Tanya Cannady, Business Services Director**

SUBJECT/TITLE: **County Administrator Laurie Hurner Presentation of Years of Service Awards**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Award pin and certificate to each recipient.

FISCAL IMPACT

No fiscal impact.

Attachments: Service Award Bio 2nd meeting Mar 2025.docx
Attachments: STATEMENT OF ISSUE 3-18-25.docx

Bios

5 Years of Service	Karen Clogston was hired by the Board of County Commissioners in January 2020 as a Public Information Assistant. In June 2023, she was promoted to Public Information Officer.
5 Years of Service	Brandon Gunn hired by the Board in January 2020 as a Public Works Specialist. The following month he was promoted to Procurement Agent. In March 2022 he was promoted to Projects Manager. Brandon was promoted to Parks & Facilities Director in September 2023.
5 Years of Service	Edwin Figueroa was hired by the Board as a Groundskeeper in March 2020. In March 2021 he moved to a Maintenance Worker position. He moved to Groundskeeper in July 2022. Edwin was promoted to Traffic Tech I in December 2023.
5 Years of Service	Chad Moore was hired by the Board of County Commissioners in March 2020 as an Equipment Operator I and continues to serve the County in that position.
5 Years of Service	John Barnhart was hired by the Board of County Commissioners in March 2020 as an Equipment Operator I. In May 2022 he was promoted to Equipment Operator II and continues to serve the County in that role.
5 Years of Service	Julian Deoca was hired by the Board in March 2020 as a Groundskeeper. In September 2021 he was promoted to Park Maintenance Assistant. In December 2021 he transferred to Mowing Rights of Way as a Maintenance Worker. Julian was promoted to Equipment Operator I in August 2022. In November 2023 he was promoted to Dragline Operator Assistant at the County Shell Pit.

5 Years of Service	Valerie Fleeger was hired by the Board in February 2020 as a Budget Analyst II. In September 2020 she was promoted to OMB Budget Analyst II/NAV. Valerie was promoted to Senior Budget Analyst in March 2023.
5 Years of Service	Elaine Wood was hired by the Board of County Commissioners in March 2020 as a Human Resources Technician. She was promoted to Human Resources Generalist in May 2021.
10 Years of Service	Jennifer Dammann was hired by the Board in January 2015 as an Administrative Secretary. She was promoted in December 2015 to Enforcement Official. In March 2022 Jennifer was promoted to Code Enforcement Official Supervisor.
10 Years of Service	Donnie Goins was hired by the Board in January 2015 as an Equipment Operator I. In May 2016 he was promoted to Finish Equipment Operator Grader. In November 2018 Donnie was promoted to Finish Equipment Operator/Assistant Supervisor and in January 2024 he was promoted to Mechanic Shop Supervisor.
10 Years of Service	Glen Lieder was hired by the Board in January 2015 as a Mechanic II. In February 2022 he was promoted to Dragline Operator Assistant. Glen was promoted to Shell Pit Foreman in September 2023.
25 Years of Service	Donald Walker was hired by the Board of County Commissioners in January 2000 as an Emergency Medical Technician. He was promoted to Paramedic in November 2013 and continues to serve in that position today.

25 Years of Service	J. Kelly Duppenthaler was hired by the Board in January 2000 as an Emergency Medical Technician. He was promoted to Paramedic in October 2002. In March 2012 he became a Paramedic Field Training Officer. Kelly was promoted to Captain Paramedic in April 2014. In December 2015 he was promoted to EMS Supervisor and in January 2019 to Battalion Chief. In March 2022 Kelly was promoted to Deputy Chief. In August 2024 he was promoted to his current position of Fire Chief.
35 Years of Service	Helen Lopez was hired by the Board in February 1990 as a Secretary II in the Building Department. In May 1990 she was promoted to Chief Permit Clerk. In October 1993 Helen became the Office Manager. She was then promoted to Administrative Aide. In October 2006 Helen was promoted to Building Department Administrator. In October 2024 she moved to her current position as Building Department Supervisor.

STATEMENT OF ISSUE

5 Years

Karen Clogston, PIO - Laurie Hurner

Brandon Gunn, Facili?es - Laurie Hurner

Edwin Figeroa, Traffic Opera?ons - JD Langford

Chad Moore, R & B - Jonathan Harrison

John Barnhart, R & B - Jonathan Harrison

Julian Deoca, R & B – Jonathan Harrison

Valerie Fleeger, OMB – Tanya Cannady

Elaine Wood, HR – Tanya Cannady

10 years

Jennifer Damman, Code Enforcement – Leah Sauls

Donnie Goins, Maintenance Shop & Warehouse – Jonathan Harrison

Glen Lieder, County Shell Pit – Jonathan Harrison

25 years

Donald Walker, Ambulance Service – James K. Duppenthaler

James Kelly Duppenthaler, Public Safety – Laurie Hurner

35 Years

Helen Lopez, Building Department – Leah Sauls

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER:

SUBJECT/TITLE: **Request approval of a Proclamation recognizing March 2025 as "American Red Cross Month" in Highlands County, Florida**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve a Proclamation recognizing March 2025 as "American Red Cross Month" in Highlands County, Florida

FISCAL IMPACT

There is no fiscal impact.

Attachments: AMERICAN RED CROSS PROCLAMATION.1.pdf

PROCLAMATION

WHEREAS, we celebrate American Red Cross month by recognizing the compassionate acts of people in Highlands County and by renewing the commitment to lend a helping hand to our neighbors in need; and

WHEREAS, since Clara Barton founded the American Red Cross more than 140 years ago, and 108 years ago in South Florida, generation after generation has stepped up to deliver relief and care across our community, bringing out the best of humanity in times of crisis; and

WHEREAS, volunteers, advancing the noble mission, who give their time remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies; and

WHEREAS, whether it's delivering shelter, food and comfort during a disaster; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crisis, volunteers selflessly answer the call to help; and

WHEREAS, we applaud the American Red Cross' mission to prevent and alleviate human suffering in the face of emergencies, and our community depends on the American Red Cross, which relies on volunteers and the generosity of the public to perform its mission.

NOW THEREFORE, be it proclaimed by the Board of County Commissioners of Highlands County, Florida, that March be designated as

AMERICAN RED CROSS MONTH

DONE AND ADOPTED THIS 18th day of March 2025.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____

Arlene Tuck, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST:

PRESENTER:

SUBJECT/TITLE: **Update from the Florida's 10th Judicial Court.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

The Trial Court Administrator will provide an overview of court activities in Highlands County. He will provide information regarding the court's responsibilities and the counties responsibilities in servicing the court and the courthouse.

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Jennifer Codo-Salisbury, Central Florida Regional Planning Council**
Cyndie Kramer, Planning & Zoning Manager

SUBJECT/TITLE: **CFRPC Project Update**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This presentation is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue - Comp Plan Update.pdf
Attachments: Highlands_CFRPC_EAR_VA_Briefing_03_18_2025.pdf

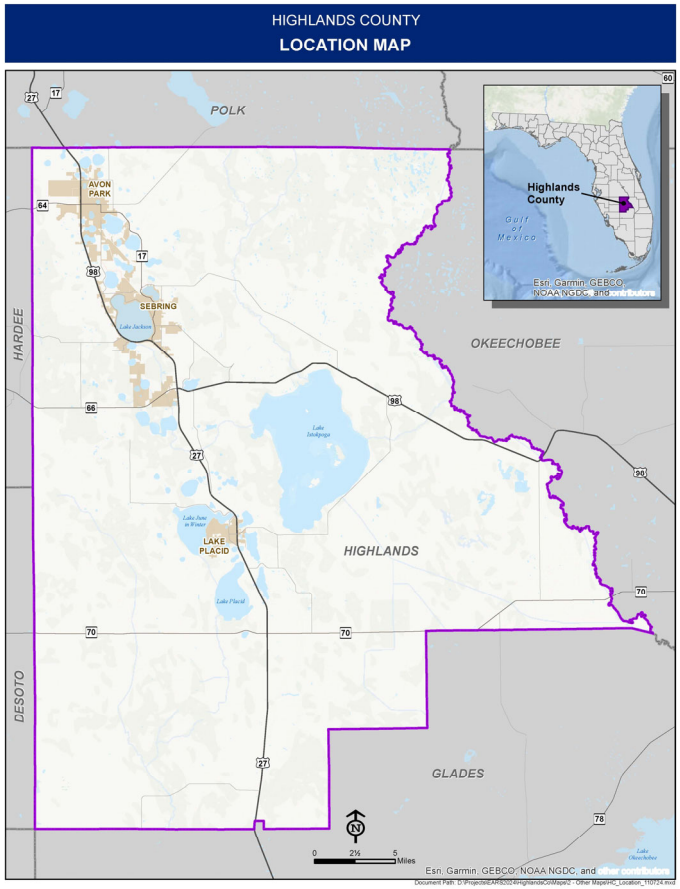
CFRPC Project Update Presentation
March 18, 2025

Statement of Issue

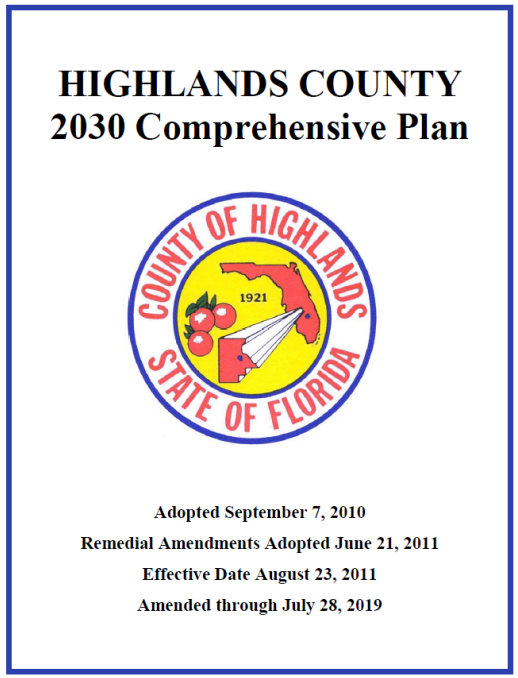
Jennifer Codo-Salisbury of the Central Florida Regional Planning Council will provide an update to the Board on the status of the Evaluation and Appraisal Report (EAR) process for the update of the Highlands County Comprehensive Plan and the Highlands County Vulnerability Assessment.

HIGHLANDS 2050!

In 2050, I imagine….



What is the Comprehensive Plan?



- ***Provides a Vision for the Future with the Steps to make it a Reality***
- **Basis for the Land Use Regulations**
- **Identifies Community Resources**
- ***Identifies Long-Range Community Needs***

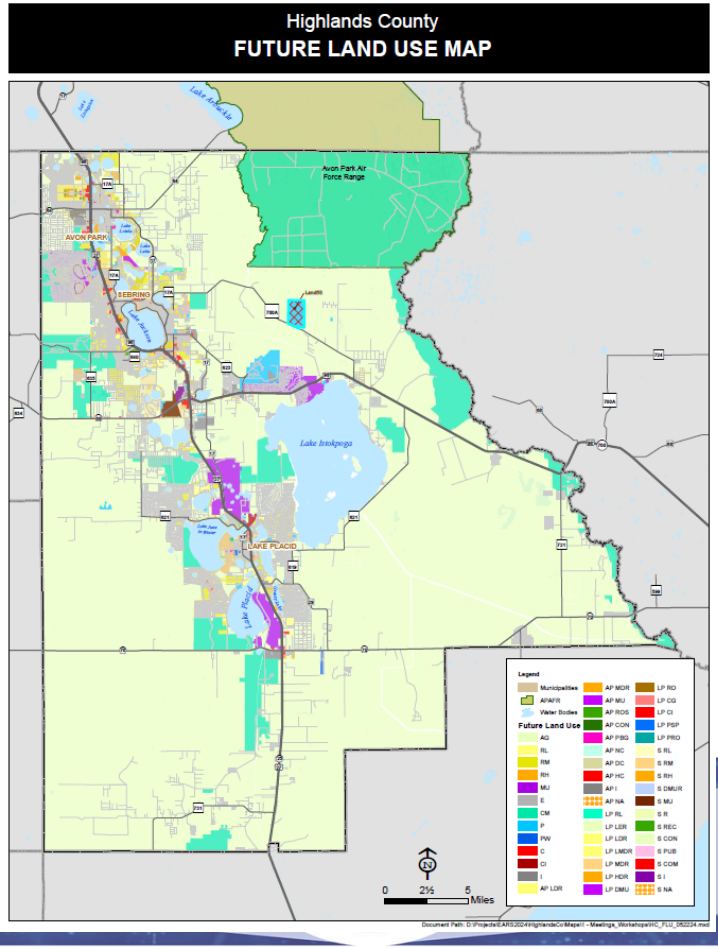
What is a Comprehensive Plan?

A document to *guide the future* of a jurisdiction.

A *vision for a community's future* with long range goals, objectives & policies.

The County

Today, 2030



Highlands County 2050!

- Update Data & Analysis for each Plan Element (10 and 20-Year Planning Timeframes)
  - Respond to changing conditions and trends.
  - Reflect changes required by Florida Statutes.
- Facilitate Community Engagement
- Identify opportunities and challenges related to current and future growth of the County.

Comprehensive Plan Elements

- **Future Land Use**
- **Transportation**
- **Housing**
- **Infrastructure**
- **Natural Resources**
- **Infrastructure**
- **Intergovernmental Coordination**
- **Public Schools**
- **Recreation and Open Space**
- **Capital Improvements**
- **Economic Development**
- **Property Rights**



HIGHLANDS COUNTY
FORWARD 2050!

Community Workshop
to discuss the future
of Highlands County!

Date: Monday, March 31, 2025
Time: 5:30 pm to 7:30 pm
Where: Bert J. Harris Agricultural Center
4509 George Boulevard
Sebring FL 33875

Taller comunitario
para discutir el futuro
del condado de Highlands!

Fecha: Lunes, Marzos 31, 2025
Hora: 5:30 pm a 7:30 pm
Lugar: Bert J. Harris Agricultural Center
4509 George Boulevard
Sebring FL 33875

The Highlands Comprehensive Plan is a long-range document that helps guide the land development actions of the Highlands County Board of County Commissioners through goals, objectives and policies. The policies inform decision-making and guide growth and development. We are seeking public input to assist in the review of the Plan (the Evaluation and Appraisal Report) which will lead to the upcoming Plan update.
Project Website: www.cfrpc.org/highlands-county-comp-plan

Join Us!







For more information please contact:
Para más información contacte:
Jennifer Codo-Salisbury, CFRPC
jcodosalisbury@cfrpc.org

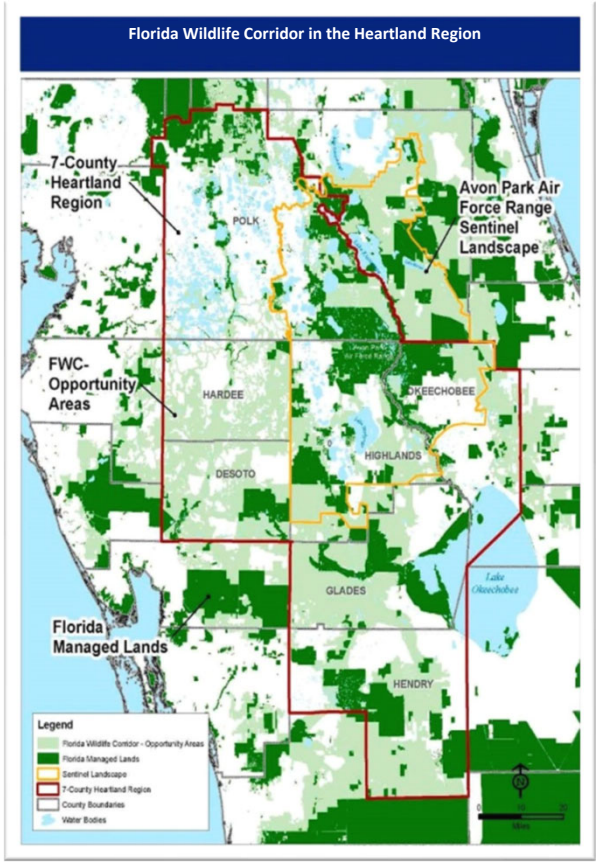
HIGHLANDS COUNTY VULNERABILITY ASSESSMENT

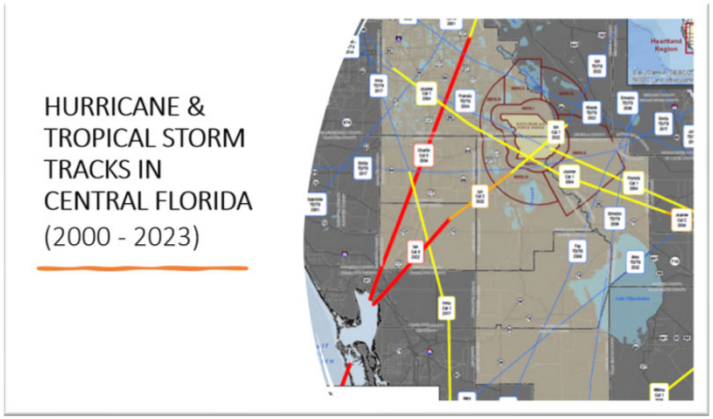
(Extreme Rainfall - Flood)

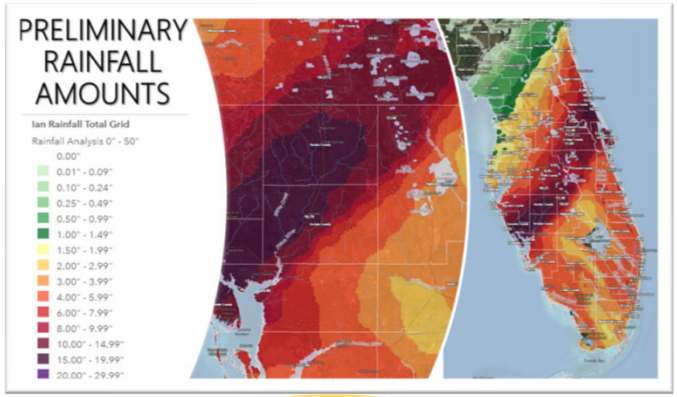
STEERING COMMITTEE MEETING

In-Person – Monday, January 22, 2024

Building Upon Lessons Learned













What is a Vulnerability Assessment?

Assessment of potential impacts on a community due to any of the following conditions:

- Flooding from storm events
- Rainfall-induced flooding
- Compound flooding

Planning tool used to increase community resilience

- Predicts depth of water from flooding
- Analyzes potential physical impacts on different types of assets
- Projects potential impacts on different demographic groups
- Serves as basis for building resilience

Why is this Assessment Needed?

- **Statutory requirement & prerequisite for additional implementation funding:**
  - Required by Section 380.093, Florida Statutes, for incorporation into the comprehensive statewide flood vulnerability and sea level rise data set and assessment
  - After this year, it will be necessary for local governments to have a completed Vulnerability Assessment to be **eligible for implementation funding**

- **Rationale:**
  - Increase in frequency and intensity of storms and hurricanes
  - Economic impacts of flooding
  - Vulnerability Assessment is the first step to prioritizing and addressing resiliency needs of the community
  - Vulnerability Assessment is a tool for collaboration with other communities in Central Florida

RESILIENT FLORIDA GRANT PROGRAM (F.S. 380.093)

RESILIENT FLORIDA FRAMEWORK

PLANNING GRANTS	STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN	STATEWIDE DATA SET AND ASSESSMENT	REGIONAL RESILIENCE ENTITIES	FLORIDA FLOOD HUB
To assist local governments with Vulnerability Assessments, Peril of Flood Comprehensive Plan Amendments	To assist local governments and eligible entities in implementing projects that address flooding and sea level rise	Collection of local vulnerability assessments and data to assist in creating a Statewide Flooding and Sea Level Rise Assessment	Technical Support, develop project applications for members and multijurisdictional collaboration	Scientific research, expert working groups, flooding and sea level rise modeling methodology, recommendations, training and education

Vulnerability Assessment Tasks



ACQUIRE BACKGROUND DATA



EXPOSURE ANALYSIS

ANALYZE WATER DEPTH



SENSITIVITY ANALYSIS

EVALUATE FLOODING IMPACTS ON CRITICAL ASSETS



FINAL VULNERABILITY ASSESSMENT REPORT, MAPS, AND TABLES

Exposure Analysis

- Identification of **depth of water** caused by various flooding
- 2040 Projected Year and 2070 Projected year
- Includes data such as critical assets
- Uses the most recent Digital Elevation Model data

Table 4 Example of a Deliverable Illustrating Flood Depths at Each Flood Scenario for Chosen Assets from FDEP Grant #R1927, City of St. Pete Beach
(Kimley Horn & Associates, 2020)

Exposure Level	City Lift Stations	City Buildings	City Roadways
	Flood Levels		
High	Exceeds station electrical controls	Exceeds Finished Floor Elevation	Greater than 6-inches above centerline of roadway
Medium	Less than 8-inches below station electrical controls	6-inches or less from Finished Floor Elevation	Up to 6-inches above centerline of roadway
Low	Above wet well top slab elevation	6-inches to 12-inches from Finished Floor Elevation	Above the shoulder of the roadway

City Buildings		Finished Floor Elevation (ft)	Flood Level Elevations (ft)								
Building Description	Address		100 Year/ 24 Hour	25 Year/ 24 Hour	2050 SLR (Intermediate)	2050 SLR (Intermediate) + 25 Year/24 Hour	2050 SLR (Extreme)	2050 SLR (Extreme) + 100 Year/24 Hour	Category 1 Hurricane	King Tide	King Tide 2050 SL (Intermedi
St. Pete Beach Public Library	375 73rd Ave	7.65	-	-	-	-	-	-	8.011	-	-
Don Vista Center	3300 Gulf Blvd.	5.57	-	-	-	-	-	-	8.015	-	-
Fire Department	1950 Pass A Grille	4.98	-	-	-	-	-	3.996	8.041	-	4.39
Fire Department Bay	1950 Pass A Grille	4.40	-	-	-	-	-	3.996	8.041	-	4.39
Community Center	1500 Pass A Grille	3.84	3.278	3.278	-	3.278	2.95	3.996	8.05	3.39	4.39
Paradise Grill	900 Gulf Way	7.74	2.261	2.042	-	-	2.95	3.99	8.02	-	-
Bathroom	9300 Blind Pass	4.70	3.608	3.607	-	3.61	-	4.005	8.023	-	4.39

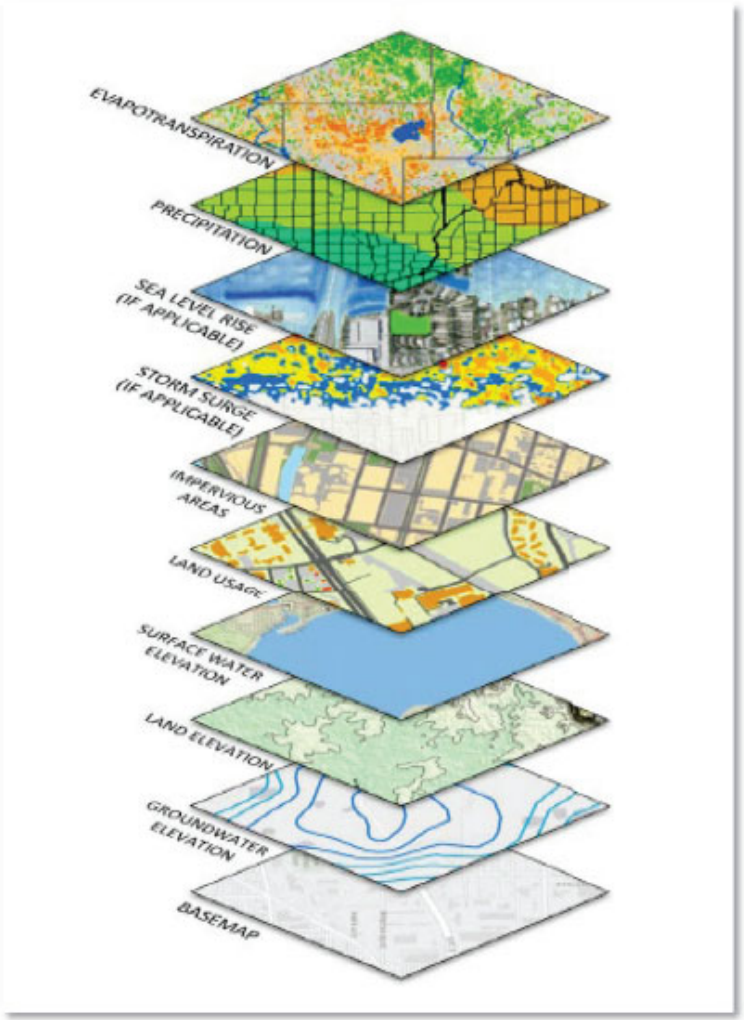
Sensitivity Analysis

- Measure the **impact of flooding on assets**
- Apply the data from the exposure analysis to the inventory of critical assets
- Evaluate the flood severity on each asset type at each flood year projection

Table 5 Example of a Deliverable Illustrating Risk Level Based on Percentages of Land Area Inundated and Number of Critical Assets Affected from FDEP Grant #R21ST1, Sarasota County (Taylor Engineering, 2021)

Percentage of Barrier Island Inundated at each of the Coastal Flood Scenarios					
Sarasota County Gulf Fronting Coastal Areas in Resilience Study	1.5 ft SLR	3.0 ft SLR	2% Annual Chance Flood	1.5 ft SLR + 2% Annual Chance	3.0 ft SLR + 2% Annual Chance
Town Of Longboat Key	3%	8%	72%	88%	96%
City of Sarasota (Lido Key)	11%	26%	66%	88%	97%
Siesta Key	6%	24%	86%	95%	98%
Casey Key	6%	14%	32%	51%	67%
City of Venice (Island)	0%	3%	10%	15%	23%
Manasota Key	11%	21%	60%	76%	87%

Sarasota County Areas in Resilience Study	Number of Critical Facilities Inundated at each of the Coastal Flood Scenarios						
		Total of Critical Facilities Evaluated	1.5 ft SLR	3.0 ft SLR	2% Annual Chance Flood	1.5 ft SLR + 2% Annual Chance	3.0 ft SLR + 2% Annual Chance
Town of Longboat Key	PUBLIC SAFETY (Law Enforcement, Fire)	1					1
	UTILITIES (Stormwater, Freshwater, Sanitary Sewer)	19		2	17	18	19
	HEALTH (Assisted Living Facilities, Hospital)	0					
	PUBLIC FACILITIES	0					
City of Sarasota (Lido Key)	PUBLIC SAFETY (Law Enforcement, Fire)	1		1	1	1	1
	UTILITIES (Stormwater, Freshwater, Sanitary Sewer)	8	1	3	8	8	8
	HEALTH (Assisted Living Facilities, Hospital)	2			2	2	2
	PUBLIC FACILITIES	0					
Siesta Key	PUBLIC SAFETY (Law Enforcement, Fire)	1			1	1	1
	UTILITIES (Stormwater, Freshwater, Sanitary Sewer)	58	1	14	53	57	58
	HEALTH (Assisted Living Facilities, Hospital)	0					
	PUBLIC FACILITIES	0					



Example Input Data Schematic for Flood Simulation Models (Esri, 2020; FDEP, 2017; HPRCC, 2022; Jean-Paul Rodrigue, 2015; NOAA, 2022; NOAA, 2018; USGS 2021; USGS, 2018)

ACQUIRE BACKGROUND DATA

THREE MAJOR CATEGORIES

Critical / Regionally Significant Assets

Topographic Data

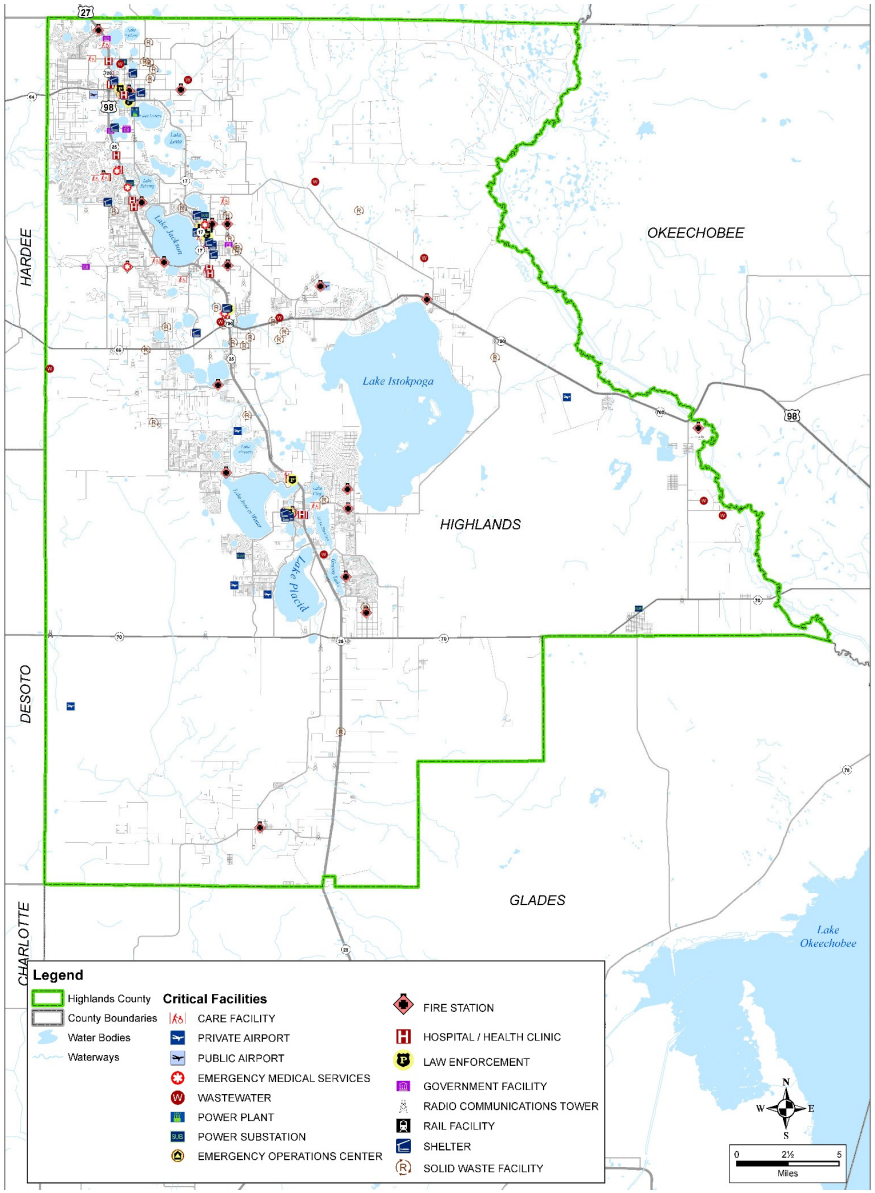
Flood Scenario-Related Data



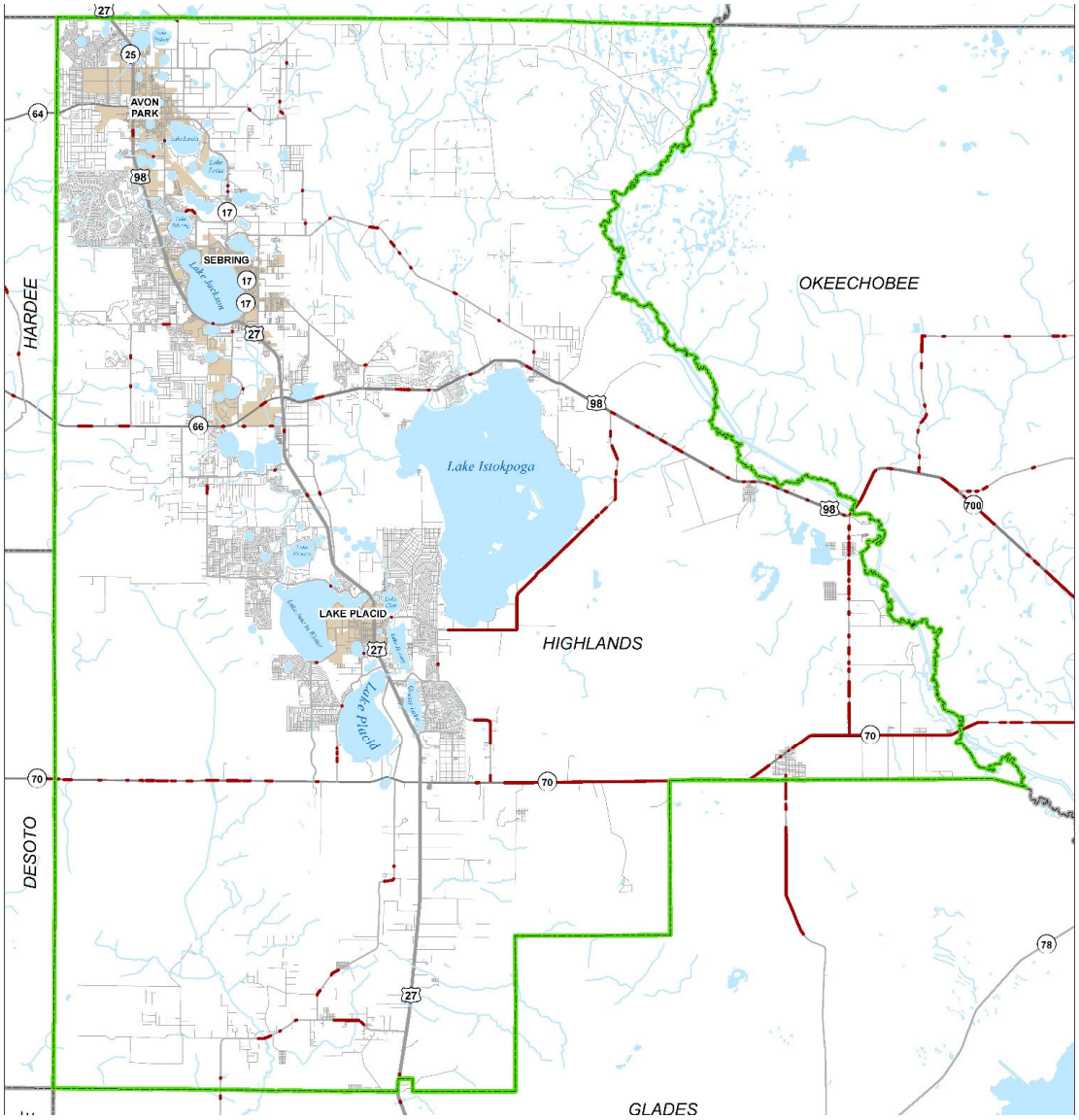
CRITICAL / REGIONALLY SIGNIFICANT ASSETS DATA

- Transportation Assets and evacuation Routes
- Critical Infrastructure
- Critical Community and Emergency facilities
- Natural, Cultural, and Historical Resources

Critical Infrastructure



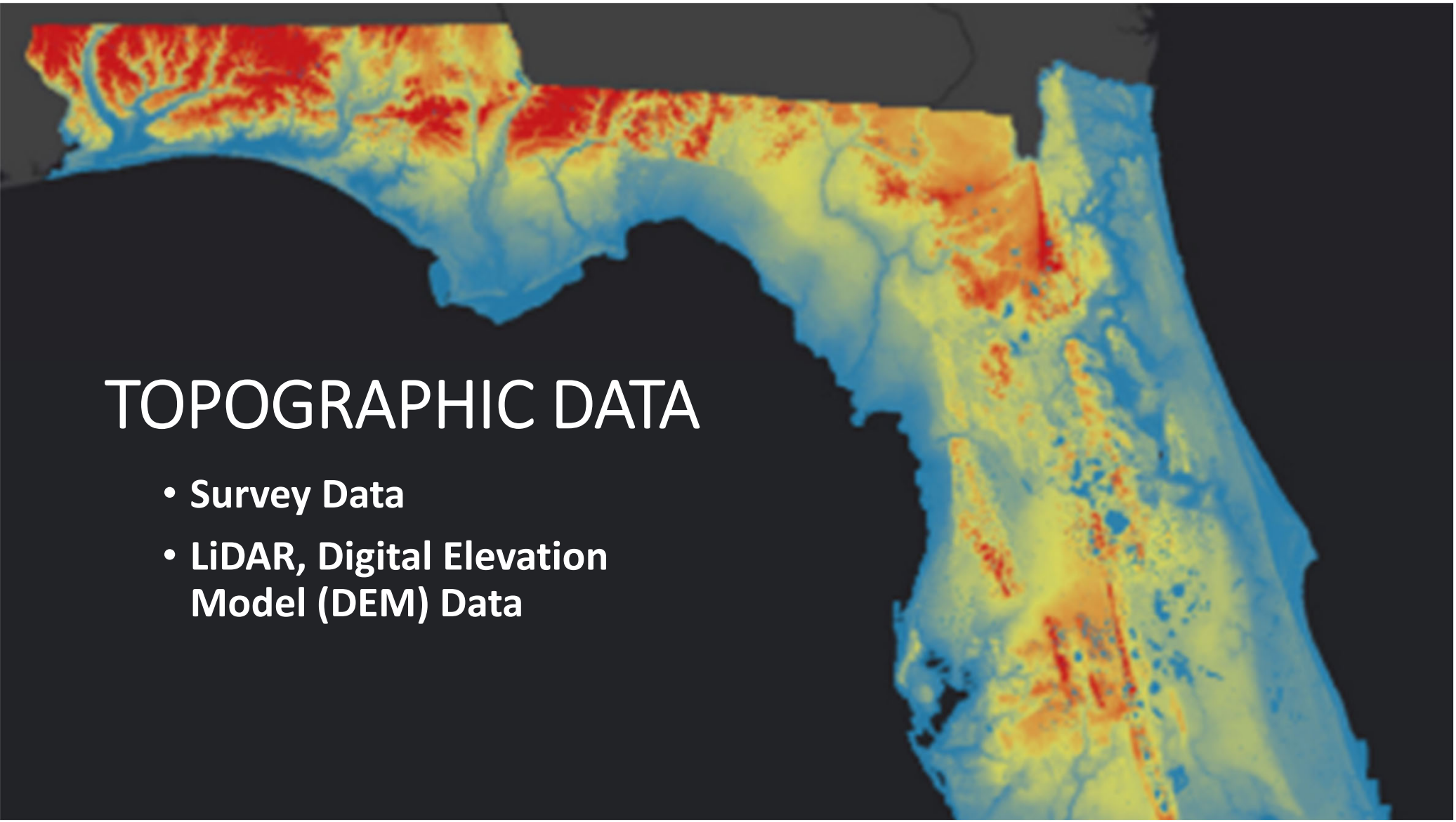
Potential Roadway Flooding





Flood Scenario Related Data

- Precipitation Data
- Groundwater Level Data
- River Channel Cross-Section
- Land Use Data
- Evapotranspiration data



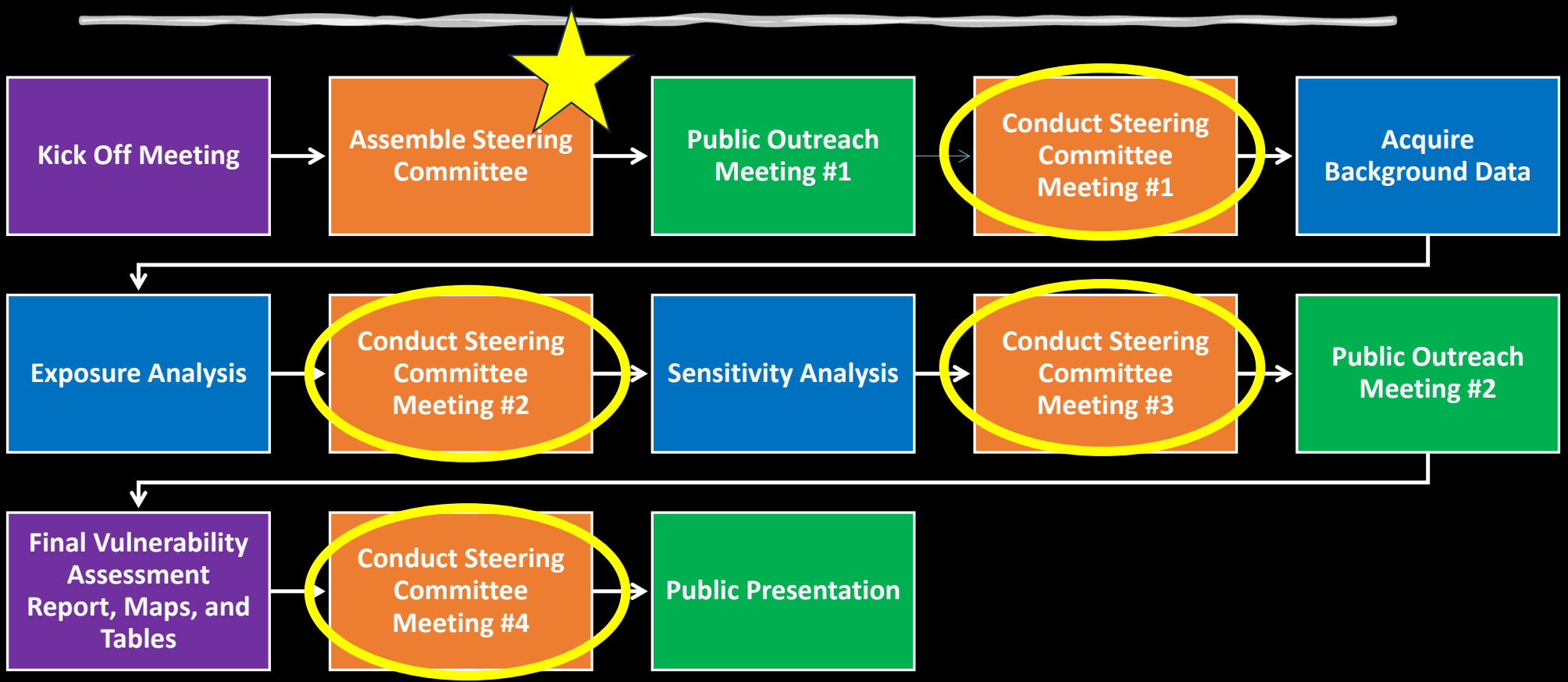
TOPOGRAPHIC DATA

- **Survey Data**
- **LiDAR, Digital Elevation Model (DEM) Data**

Steering Committee Focus Areas

Transportation	***Land Use***	***Infrastructure***
Natural Lands and Resources	***Agriculture***	***Economy***

MAJOR PROJECT TASKS



What happens after the Assessment?

Adaptation Plan

- Identify strategies, solutions, and policies to address vulnerabilities
- Explore implementation options and develop project ideas

Implementation

- Identify grant funding opportunities and prepare applications
- Develop project designs, procure labor, and turn dirt

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18,2025**

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

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-042 to reappropriate funds due to shortages on projects.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-042 to reappropriate funds due to shortages on projects.

FISCAL IMPACT

No additional fiscal impact to Fund 151 (infrastructure Surtax). The funds of $22,220.88 are merely being transferred from project 24016 (Road Reconstruction) to 23112 (Lilac St, $757.21) and 23113 (Columbus St Construction and Drainage. $21,463.67).

Attachments: Road and Bridge 24-25-042 Statement of Issue.pdf
Attachments: 24-25-042 Xfer Proj 24016 Funds to Proj 23112, 23113 for Road Construction Realign.pdf

Road and Bridge

1026-2024

March 4, 2025

Statement of Issue:

Budget Amendment 24-25-042 is requesting to reallocate funds due to a shortage in projects, 23112 Lilac St in the amount of $757.21, and 23113 Columbus St Construction and Drainage in the amount of $21,463.67 from our Road Reconstruction project 24016. Total amount to be reappropriated in the amount of $22,220.88.

REVIEWED
O.M.B DEPARTMENT
February 25, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **2/12/2025** SUBMITTED BY: **Road and Bridge**

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

PROJECT(S) #: **24016, 23112, 23113** PROJECT TITLE(S): **SEE LIST** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	24016	2,189,888.00		22,220.88	2,167,667.12
E	151	4102A	56301Z	Project Capital Infrastructure	23112	22,000.00	757.21		22,757.21
E	151	4102A	56301Z	Project Capital Infrastructure	23113	39,000.00	21,463.67		60,463.67
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer funds from Project 24016 Road Reconstruction to Project 23112 Lilac St and Project 23113 Columbus St Construction and Drainage.**

CE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-042**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Leah Sauls, Development Services Director.**

SUBJECT/TITLE: **Request approval of Amendment 1 between Highlands County and Placer Labs, Inc.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Amendment 1 between Highlands County and Placer Labs, Inc.

FISCAL IMPACT

The Fiscal Impact is $9,000 from Tourism (Fund 152, cost center 5305, account 55402), $14,000 from Economic Development (Fund 005, cost center 2810, account 55402), $3,000 from Development Services (Fund 005, cost center 3400, account 55402) and $9,000 from Building (Fund 180, cost center 3440A, account 55402).

Attachments: Statement of Issue- Placer AI .pdf
Attachments: Amendment1-HighlandsCounty-03.12.2025FINALCLEAN.pdf

Statement of Issue:

The **Local Economic Development and Tourism Office** seeks to address the critical need for accurate, real-time sample data to support business growth and enhance tourism initiatives in our community. Currently, the lack of accessible and consistent data on local businesses, tourism trends, and event participation hinders effective decision-making, planning, and resource allocation.

As the local economy continues to evolve, businesses and event organizers require comprehensive data to make informed choices regarding marketing strategies, service offerings, and customer engagement. Furthermore, the tourism office faces challenges in attracting visitors and supporting sustainable tourism initiatives without reliable insights into visitor behavior, preferences, and trends.

To mitigate these challenges, a data-driven solution is needed to provide key insights and statistical information about local businesses, event trends, and tourism activities. This program will collect and analyze relevant data, producing actionable reports that can guide both business owners and event organizers in optimizing their operations and improving community outreach.

By equipping the **Local Economic Development and Tourism Office** with this program, we aim to:

1. **Enhance Decision-Making**: Provide businesses and tourism organizations with reliable data to improve planning, strategy, and operational efficiency.
2. **Support Business Growth**: Deliver insights on consumer preferences, behavior, and local market trends to encourage sustainable business practices and investments.
3. **Drive Tourism Initiatives**: Enable the tourism office to identify key visitor demographics, popular events, and areas for growth to develop targeted campaigns that increase foot traffic and tourism revenue.
4. **Optimize Resource Allocation**: Ensure that public resources are allocated efficiently based on data-driven needs for business and tourism development.

The program's implementation will foster a robust data ecosystem that empowers the local economy to thrive and fosters an engaging, sustainable tourism environment.

AMENDMENT 1
TO AGREEMENT BETWEEN HIGHLANDS COUNTY, FLORIDA
AND PLACER LABS, INC.

THIS AMENDMENT 1 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Placer Labs, Inc., 440 N. Barranca Ave. #1277, Covina, CA 91723, hereinafter referred to as "Placer" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, on March 12, 2024, the COUNTY entered into an agreement with Placer Labs, Inc., to provide location analytics software to the COUNTY (the "Agreement"); and

WHEREAS, pursuant to the Highlands County Purchasing Manual, Section 17, Exceptions to Competitive Procurement, B8, computer software is exempt from the formal solicitation process; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County for it to further extend the term of its Agreement with Placer.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and Placer is amended as follows:

1. Section **3. Term and Termination.**, of the Agreement is hereby retroactively amended to extend the term of the Agreement through March 11, 2026.

2. The first paragraph of Section **4. Fees.** of the Agreement is hereby deleted in its entirety and replaced with the following:

   $35,000.00/year.

   If funds for continued payments under this Agreement by the COUNTY are at any time not forthcoming or are insufficient for any Additional Term, through failure of any entity, including the COUNTY itself, to appropriate funds, then the COUNTY shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the COUNTY shall have the right to immediately terminate this Agreement without penalty or further payment by the COUNTY.

3. The eighth paragraph of Section **4. Fees.** is deleted in its entirety.

4. Section **6. Mutual NDA**. of the Agreement is hereby deleted in its entirety and replaced with the following::

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

Notwithstanding the foregoing, Placer acknowledges that COUNTY is a governmental entity and subject to the public records laws and regulations set forth in chapter 119 of Florida Statutes ("Public Records Laws"). Accordingly, the Parties agree to specifically identify in any shared document the information which it deems to be confidential so that the claimed confidential information can be properly evaluated and protected if warranted, pursuant to the Public Records Laws.

Notwithstanding the foregoing, COUNTY shall keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Section unless otherwise required by applicable law, including Public Records Laws.

5. Section **7. Miscellaneous**., of the Agreement is hereby deleted in its entirety and replaced with the following:

7. Notice

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and Placer. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and Placer shall be in writing and given by way of the United

States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY:	Highlands County 600 South Commerce Avenue Sebring, Florida 33870 ATTN: Laurie Hurner, County Administrator
Copy to:	Highlands County Office of the County Attorney Attn: Sherry G. Sutphen, Esquire 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
Placer:	Placer Labs, Inc. Attn: Vernell Wisdom, Head of Contract Management 440 N. Barranca Ave., #1277 Covina, CA 91723

For the purposes of this Agreement, and notwithstanding anything to the contrary therein, (a) Exhibit B (Privacy Policy) attached hereto shall be subject to Placer's License Agreement attached hereto as Exhibit A (the License Agreement) and not Placer's Terms of Use and (b) and the dispute resolution mechanism (Section 14.) referenced in Exhibit B (Privacy Policy) attached hereto is hereby removed in its entirety.

6. The last paragraph of the Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement is entered into by and between COUNTY and Placer effective as of March 12, 2024. This Agreement and use of the Services are governed by, and COUNTY and Placer agree to, the License Agreement attached hereto as **Exhibit "A"**; provided, however, that in the event of any conflict between this Agreement and **Exhibit "A"**, this Agreement shall control. Unless otherwise defined in this Agreement, capitalized terms herein have the same meaning as in **Exhibit "A"**.

7. The Agreement is hereby amended to add the following provisions:

8. Applicable Law, Venue, Jury Trial.

Except as otherwise expressly provided in Exhibit B (Privacy Policy), 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.

9. Bankruptcy or Insolvency.

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

10. 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.

11. Assignment.

Neither the Agreement nor any right or obligation in the Agreement may be assigned or delegated by either party without the express prior written consent of the other party; provided, however, that no consent shall be required for any assignment in connection with a Sale of Business (as defined below). "Sale of Business" means an acquisition of Placer, a merger of Placer with or into another entity, a sale of Placer's assets, or similar transactions. Notwithstanding the foregoing, Placer shall notify Customer in the event of a Sale of Business, and Customer shall have the right to terminate the Agreement within thirty (30) days of receipt of such notice.

12. Use of County Name, Logo, Seal, Flag, and/or Letterhead.

Placer may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, Placer shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. Placer is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

13. Payment When Services are Terminated.

Should either Placer or Customer terminate this Agreement for any reason except for an event of non-payment or breach by Customer, Placer will remit to Customer the prorated Fee attributable to the balance of the Current Term.

14. Public Records.

A. Pursuant to Florida Statutes, Section 119.0701:

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

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.GOV

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

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement Term and following completion of the Agreement if PLACER does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of Placer or keep and maintain public records required by the COUNTY to perform the services set forth herein. If Placer transfers all public records to the COUNTY upon completion of this Agreement, Placer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Placer keeps and maintains public records upon completion of this Agreement, Placer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology

systems of the COUNTY.

15. Administrative Documentation Conflict.

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

16. Sovereign Immunity.

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

17. Foreign Country of Concern.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, Placer certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in Placer; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. Placer understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

18. Forced Labor or Human Trafficking.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, Placer certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. Placer understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

8. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the original Agreement, or any modification thereof, this Amendment 1 shall prevail.

9. This Amendment 1 may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same document. Electronic signatures shall be valid and sufficient to bind any party to this Amendment 1. Signatures to this Amendment 1 transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 1 retroactively effective the 12th day of March, 2025.

HIGHLANDS COUNTY

_____
ARLENE TUCK, Chair

Date: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

Placer Labs, Inc.

By: Vernell Wisdom

Name: Vernell Wisdom

Print: Vernell Wisdom

Title: Head of Contract Management

STATE OF Virginia

COUNTY OF Chesterfield

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [✓] online notarization of Vernell Wisdom as Head of Contract Management of Placer Labs, Inc., who personally swore or affirmed that he/she is authorized to execute this Amendment 1 and thereby bind Placer Labs, Inc., and who is personally known to me or who produced Driver License as identification, and who did/did not take an oath this 7th day of March, 2025.

(stamp)

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC · N

Jermeisha Curtia Justiniano

REGISTRATION NUMBER
7888145
COMMISSION EXPIRES
June 30, 2028

NOTARY PUBLIC

Notarized remotely online using communication technology via Proof.

EXHIBIT "A"

License Agreement

Last Updated: July 17, 2022

This License Agreement (this "**Agreement**") is entered into by and between Placer Labs, Inc., a Delaware corporation ("**Placer**"), and the customer ("**Customer**") listed on the order form (the "**Order Form**") entered into by and between Placer and Customer, effective as of the last signature date set forth on the Order Form (the "**Effective Date**"). Unless otherwise defined in this Agreement, capitalized terms herein have the same meaning as in the Order Form.

1. **LICENSE**

   Subject to the terms of this Agreement and the Order Form (including, without limitation, the payment of fees by Customer), Placer hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services (as set forth in the Order Form) solely for the Permitted Uses (as set forth in the Order Form).

2. **RESTRICTIONS AND RESPONSIBILITIES**

   2.a Customer will not, directly or indirectly, or allow any third party to (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Placer Data or any software, documentation or data related to the Services or Placer Data; (b) attempt to re-identify any anonymized, aggregated, deidentified, obfuscated, or statistical Placer Data, (c) modify, translate, or create derivative works based on Placer Data (except to the extent expressly set forth as Permitted Use in the Order Form), (d) share Placer Data with, or disclose Placer Data to, or use Placer Data for the benefit of, a third party (except to the extent expressly set forth as Permitted Use in the Order Form), (e) remove any proprietary notices or labels, (f) circumvent any security control or access mechanism for the Services or Placer Data, (g) perform systematic and/or bulk downloads of Placer Data, or web scraping of Placer Data/from the Services, or systematic API calling beyond the minimal amount needed for Permitted Uses, or attempt to reconstruct any portion of Placer Data or, (h) use the Services or Placer Data in connection with any products, services, or activities that compete with Placer., or (i) attempt to build a user profile for a given individual or device based on Placer Data, or attempt, facilitate, or encourage others to identify a given individual or user or reconstruct user profiles based on Placer Data. Customer shall not, directly or indirectly, resell, distribute, sublicense, display, or otherwise provide to third parties the Services or any Placer

Data or any derivatives of Placer Data, except that Customer may display Placer Data as part of Research Data during the Term. For the avoidance of doubt, and without limiting any other restrictions or obligations set forth in this Agreement, Customer shall not use, license, sub-license or distribute Placer Data or any data derived from Placer Data, for any of the following purposes: (I) in connection with establishing eligibility for employment, health care, credit or insurance; (II) for making decisions solely by automatic means where the decision has a significant effect on the individual to whom the data relates; (III) for any unlawful tracking or unlawful surveillance purposes; or (IV) to market or sell to law enforcement agencies or to any governmental agency to be used for a law enforcement purpose.

2.b Customer represents, covenants, and warrants that Customer will use the Services and Placer Data and only in compliance with applicable laws and regulations. Furthermore, Customer will ensure all access to Placer ("log in") shall be done using email addresses of Customer's email domain, and never any personal email addresses. Although Placer has no obligation to monitor Customer's access to and use of the Services or Placer Data, Placer may do so and may prohibit any access or use it believes may be (or alleged to be) in violation of the foregoing.

2.c Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and Placer Data, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Access Equipment**"). Customer shall also be responsible for maintaining the security of the Access Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Access Equipment with or without Customer's knowledge or consent.

2.d Customer shall maintain information security measures to safeguard Customer's Access Equipment and Placer Data in Customer's possession, including appropriate physical, technical, and organizational measures to ensure the security of such data. Such measures shall include, but not be limited to, the highest degree of care that Customer utilizes to safeguard its own sensitive data, which shall be no less than industry standard security measures in any event.

2.e Customer shall maintain accurate and complete records relating to its use of Placer Data during the Term and for a period of one (1) year thereafter. Placer or its designee(s) may, at any time upon not less than ten (10) business days' notice to

Customer, examine such records of Customer (and its affiliates and contractors, if any are permitted to use Placer Data) related to Customer's and any such parties' use of Placer Data ("**Audit**"). Customer will cooperate fully, and cause its affiliates and contractors to cooperate fully, with any such Audit(s) and will provide all records, data, documentation, and other information reasonably requested by Placer. The Audit(s) will be conducted during normal business hours, and at Placer's expense, without limiting any other rights or remedies that Placer may have with respect to any such misuse of Placer Data.

3. **PROPRIETARY RIGHTS**

3.a Placer shall own and retain all right, title and interest in and to (a) the Services and Placer Data, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with supporting the foregoing, and (c) all intellectual property rights related to any of the foregoing. No licenses are granted by estoppel or by implication.

3.b Customer may provide feedback to Placer in respect of the Services or Placer Data. Feedback may include, without limitation, updates to or corrections of Placer Data (e.g., a retail store may have moved or may have been closed). Placer may use any such feedback to improve the Services or for other purposes, without any obligation to Customer.

3.c In the course of using the Services, Customer may upload data (e.g., Customer's customer data) to the Services. Such uploaded data is referred to herein as "**Customer Data**". Customer hereby grants Placer a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable right to use, modify, reproduce, distribute, prepare derivative works of, display and perform Customer Data (including all related intellectual property rights) in an aggregated and de-identified format ("**Anonymized Customer Data**") in connection with the Services. Customer also hereby grants each user of the Services a non-exclusive license to access Anonymized Customer Data through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such Anonymized Customer Data as permitted through the functionality of the Services. For clarity, the foregoing license grant to Placer and users of the Services does not affect Customer's ownership of Customer Data. Placer reserves the right to remove any Customer Data and/or Anonymized Customer Data from the Services at any time for any reason. Customer, not Placer, remains solely responsible for all Customer Data that Customer uploads, posts, emails, transmits, or otherwise

disseminates using, or in connection with, the Services, and Customer represents and warrants that Customer possesses all rights necessary to provide such Customer Data to Placer and to grant the rights to use such Customer Data as provided herein.

4. **WARRANTY AND DISCLAIMER**

4.a Placer shall use reasonable efforts consistent with prevailing industry standards to provide access to the Services and Placer Data. Access may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Placer or by third-party providers, or because of other causes beyond Placer's reasonable control, but Placer shall use reasonable efforts to provide advance notice, by posting in the Services, email, or otherwise, of any scheduled service disruption. PLACER DOES NOT WARRANT THAT ACCESS TO THE SERVICES OR PLACER DATA WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA.

4.b Placer Data shall not include (i) any personally identifiable data, including but not limited to, name, email address, address or any other personal identifier ("**Personal Data**"), nor (ii) any sensitive data, including but not limited to Personal Data relating to social security numbers and other government identifiers, information relating to health or medical conditions, and information relating to sex life or sexual orientation, political opinions, and financial account numbers ("**Sensitive Data**").

4.c Placer represents and warrants that to its knowledge the Services and Placer Data do not infringe the intellectual property rights of any third party and comply with applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SERVICES AND PLACER DATA ARE PROVIDED "AS IS" AND PLACER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PLACER DATA ARE COMPILED BASED ON PROPRIETARY ALGORITHMS, AND PLACER DOES NOT WARRANT THAT ALL DATA SHALL BE COMPLETE AND ACCURATE. FURTHER, PLACER MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA. Without limiting the foregoing disclaimer, Customer acknowledges and agrees that Placer Data consist of and represent the result of statistical inferences. Placer is not a backup service, and Customer is solely responsible for

creating any backups of data provided by Placer. Placer is not responsible for decisions made by Customer based on Placer Data.

5. **INDEMNITY**

5.a Placer shall defend, indemnify and hold Customer harmless from liability to third parties resulting from infringement by Placer's provision of Placer Data of any United States patent or any copyright or misappropriation of any trade secret. The foregoing obligations do not apply with respect to any portions or components of Placer Data (i) that are created, compiled, or modified by any party other than Placer, (ii) combined with other products, processes, data, or materials where the alleged infringement relates to such combination, (iii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of alternatives that would have avoided the alleged infringement, or (iv) where Customer's use of Placer Data is not strictly in accordance with this Agreement. If, due to a claim of infringement, Placer Data are held by a court of competent jurisdiction to be or are believed by Placer to be infringing, Placer may, at its option (a) obtain for Customer a license to continue using Placer Data or (b) terminate the Order Form and Customer's rights thereunder and provide Customer a refund of any prepaid, unused fees for Placer Data.

5.b [Intentionally Omitted]

5.c The obligations of Placer to provide indemnification hereunder is subject to the Customer (a) notifying Placer in writing of the claim as soon as reasonably possible after Customer has knowledge of the claim, (b) providing Placer with sole control over the defense and settlement of the applicable claim and (c) reasonably cooperating with Placer in defending such claim. Subject to the foregoing, the indemnified party may be represented in any proceeding by counsel of its own choosing at its own expense.

6. **LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR NON-PAYMENT OF FEES, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION

WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA OR FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WILL NOT EXCEED THE FEES PAID TO PLACER UNDER THE ORDER FORM DURING THE PREVIOUS TWELVE (12) MONTHS PRECEDING ANY CLAIM GIVING RISE TO ANY LIABILITY HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISIONS, THE FOREGOING LIMITATIONS WILL NOT APPLY TO BREACH OF CONFIDENTIALITY OBLIGATIONS OR BREACH OF LICENSING RESTRICTIONS.

7. **EXPORT CONTROL**

Customer may not remove or export from the United States or allow the export or re-export of Placer Data, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8. **MISCELLANEOUS**

This Agreement includes and incorporates Placer's privacy policy, attached hereto as **Exhibit "B"** (the "**Privacy Policy**"). The Order Form, the Privacy Policy, and all other referenced documents, if any, are integral parts of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Placer in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees. This Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of laws provisions. 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. This Agreement shall have the same Term as, and shall terminate or expire concurrently with, the Order Form. The following will survive any termination of this Agreement and Order Form: Sections 2.a, 2.d, 2.e, 3.a, 3.b, 4 through 8 of this Agreement.

EXHIBIT "B"

Privacy Policy (Users of Platform Services)

Last updated: **June 24, 2024**

This Privacy Policy describes how Placer Labs, Inc. ("Placer" or "we") collects, stores, uses and discloses information about users of our Platform Services. Our "Platform Services" means (i) the website located at http://placer.ai (the "Site"), (ii) any services, features, and content downloadable or accessible from the Site (for example, and without limitation, when you log in to your Account via the Site) and (iii) any other Placer application, software, product, or service licensed, downloaded or otherwise accessed by you, whether through Placer or third party websites or sources.

This Privacy Policy (Users of Platform Services) (this "Privacy Policy") is incorporated into and is subject to our Terms of Use at https://placer.ai/terms-of-service (the "Terms of Use"). By using the Platform Services, you agree to Placer's collection, storage, use and disclosure of your information as described in this Privacy Policy. If you disagree with anything in this Privacy Policy, please do not use the Platform Services.

1. WHO ARE "YOU"?

We refer to "you" a lot in this Privacy Policy. As used in this Privacy Policy, "you" refer to "Placer Customers", which means direct users of Placer's Platform Services. Placer Customers may be users of our free analytics, retail stores, restaurants, brands, researchers, and advertising agencies, just to name a few examples. Users of the Site are also Placer Customers.

We have a separate privacy policy relating to individuals who use mobile apps developed and operated by third parties from which Placer receives certain information and data (such individuals are referred to herein as "Consumers"). If you are a Consumer, please refer to that privacy policy at https://www.placer.ai/privacy-policy/consumer-privacy-policy/.

2. HOW DOES PLACER WORK?

Placer's technology is deployed in many mobile apps and millions of devices. Placer's technology collects data, such as geolocation data, which is scrubbed of any identifiers such as MAIDs before being sent to Placer to protect the privacy of Consumers. Using aggregated data, Placer provides data analytics and actionable insights to Placer Customers. Such data analytics and actionable insights may include foot traffic patterns and Consumer preferences, among many other examples.

3. INFORMATION WE COLLECT

If you are a Placer Customer, we may receive (a) information provided by you and (b) information that is automatically collected.

(a) When you use the Platform Services, we may collect information that you provide through our lead-gen forms or when you register for an account, which may include your name, your company name, telephone number, email address, mailing address, billing and payment information, and your preferences. Other ways you may provide us information on the Platform Services include when you pay for the Platform Services, send us customer service questions or support requests, or when you upload your Customer Data as described in Placer's Terms of Service.

(b) When you use the Platform Services, we may also automatically collect other information about you, such as IP address, browser type, domain names, referring website addresses, access times, web log data, and other event information. Such automatic collection of information may be enabled by cookies, pixels, or other tools. Please refer to the settings for your device, web browser, and operating system for more information on how to disable such tools and control your preferences.

3.2 Note about Personally Identifiable Information

"Personally Identifiable Information", as the term is used in the United States, or "Personal Data" as referred to for individuals pursuant to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2021 and the European Directives 95/46/EC and 2002/58/EC (EU General Data Protection Regulations Legislation, also known as GDPR) (hereinafter "PII"), is information relating to an identified or identifiable natural person.

4. HOW WE USE THE INFORMATION WE COLLECT

We use the information collected from Placer Customers for our business, including, without limitation:

4.a To operate, maintain, enhance, and provide all features of the Platform Services;
4.b To provide support to Placer Customers;
4.c To understand and analyze the usage trends of Placer Customers;
4.d To improve the Platform Services, and to develop new products, services, features, and functionality.

We may also use your email address or other information to contact you for administrative or customer service purposes, and to send other business communications to you, such as updates about our Platform Services.

5. INFORMATION DISCLOSURE

We may disclose personal information collected from Placer Customers under the following circumstances:

5.a To Service Providers. We work with service providers to provide application development, hosting, maintenance, and other services for us. We may transfer, and these service providers may have access to or process information about you as part of providing those services for us. Generally, we limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions, and we require them to agree to maintain the confidentiality of such information.

5.b To Comply with Laws. We may disclose information about you if required to do so by law or in the good-faith belief that such action is necessary to comply with laws, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.

5.c To Protect Our Legal Rights. We also reserve the right to disclose information about you that we believe, in good faith, is appropriate or necessary to: (i) take precautions against liability; (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity; (iii) investigate and defend ourselves against any third party claims or allegations; (iv) protect the security or integrity of the Platform Services and any facilities or equipment used to make the Platform Services available; or (v) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others.

5.d In Corporate Reorganizations. Information may be disclosed during due diligence or in preparation for or after an acquisition or merger, consolidation, change in control, transfer of substantial assets, financing, reorganization or similar corporate transactions with requirements for the receiving party to maintain the confidentiality of such information, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.

5.e To Analytics Providers. We use analytics services such as Google Analytics to collect and process certain analytics data. You can learn more about Google's practices by visiting https://www.google.com/policies/privacy/partners/. To help us understand how you use our Platform Services and to help us improve them, we automatically receive information about your interactions with our Platform Services, like the pages or other content you view, the searches you conduct, purchases you make, and the dates and times of your visits.

5.f In certain cases, for example, when you visit Placer's website in a non-logged-in state, we will place a tracker in your browser that allows us to show you Placer content on other websites. California and Virginia users can **opt-out of this tracking here.**

6. RETENTION

When we collect Personal Data, we keep it for as long as we need it for the purpose for which it is being processed. For example, we will retain your email information for as long as the Platform Services are active or as needed to provide the Platform Services to you. After that, we will keep the Personal Data for a period which enables us to handle or respond to any complaints, queries or concerns relating to your use of our services. We retain the data we collect directly for targeting purposes for as little time as possible, after which we employ measures to permanently delete or de-identify the data. We will periodically review the Personal Data we hold and delete it securely when there is no longer a legal, business, or consumer need for it to be retained.

7. YOUR CHOICES

You may, of course, decline to disclose certain information to us, in which case we may not be able to provide to you some of the features and functionality of the Platform Services.

If you wish to access or amend any other PII we hold about you, you may contact us at privacy@placer.ai. Please note that while any changes you make will be reflected in our databases instantly or within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

If you receive commercial email (e.g., promotions) from us, you may unsubscribe at any time by following the instructions contained within the email. You may also opt out from receiving commercial email from us by sending your request to us at privacy@placer.ai or by writing to us at the address at the end of this Privacy Policy. Please be aware that it may take up to ten (10) business days for us to process your request, and you may continue to receive commercial email from us during that period. Additionally, even after opting out from receiving commercial email from us, Placer Customers will continue to receive administrative messages from us regarding the Platform Services.

Some of our advertising partners are members of the Network Advertising Initiative (https://optout.networkadvertising.org) or the Digital Advertising Alliance (https://optout.aboutads.info). If you do not wish to receive personalized ads, please visit their opt-out pages to learn about how you may opt out of receiving web-based personalized ads from member companies. You can access any settings offered by your mobile operating system to limit ad tracking, or you can install the AppChoices mobile app to learn more about how you may opt out of personalized ads in mobile apps.

Under California law, California residents who have an established business relationship with us may choose to opt out of the disclosure of PII about them to third parties for such

third parties' direct marketing purposes. Our policy is not to disclose PII collected online to any third party for direct marketing purposes without your approval. If you choose to opt-out at any time after granting approval, please email privacy@placer.ai.

8. THIRD PARTY SERVICES

The Platform Services may be integrated with, or contain features or links to, mobile apps and services provided by third parties. Any information you provide on third party mobile apps and services is provided directly to the operators of such mobile apps and services and is subject to those operators' policies, if any, governing privacy and security. We are not responsible for the content or privacy and security practices and policies of such third parties. We encourage you to learn about third parties' privacy and security policies before providing them with information.

9. DATA SECURITY

We use certain physical, managerial, and technical safeguards that are designed to improve the integrity and security of information that we collect and maintain. Please be aware that no security measures are perfect or impenetrable. We cannot and do not guarantee that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

10. CHILDREN'S PRIVACY

The Platform Services are not directed to children under the age of 18. We do not knowingly collect any information at all from children under the age of 18. If you learn that a child has provided us with personal information in violation of this Privacy Policy, then you may alert us at privacy@placer.ai.

11. INTERNATIONAL TRANSFER

We may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Economic Area (EEA) or other regions with laws governing data collection and use that may differ from U.S. laws, please note that you are transferring information, including PII, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. and the use and disclosure of information about you, including PII, as described in this Privacy Policy.

12. EUROPEAN ECONOMIC AREA AND CALIFORNIA APPENDICES

If you are located in the European Economic Area (EEA), please further see Appendix A at the end of this Privacy Policy. If you are a California resident, please further see Appendix B at the end of this Privacy Policy.

13. CHANGES AND UPDATES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time. Please revisit this Privacy Policy periodically to stay aware of any changes. If we modify this Privacy Policy, we will make it available through the Platform Services, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address if we have one on file, or generate a pop-up or similar notification when you access the Platform Services for the first time after such material changes are made. Your continued use of the Platform Services after the revised Privacy Policy has become effective indicates that you have read, understood and agreed to the latest version of this Privacy Policy.

14. DISPUTE RESOLUTION

This Privacy Policy shall be governed by the laws of the State of California without regard to conflict of laws provisions. Any dispute, claim or controversy arising out of or relating to this Privacy Policy shall be subject to the dispute resolution provisions in our Terms of Use.

15. HOW TO CONTACT US

Please contact us with any questions or comments about this Privacy Policy, information we have collected or otherwise obtained about you, our use and disclosure practices, or your consent choices by email to privacy@placer.ai or by physical mail to:
Placer Labs, Inc.
440 N Barranca #1277
Covina, California 91723
USA

Appendix A

ADDITIONAL NOTICE – EUROPEAN ECONOMIC AREA

Your Rights

We respect your privacy rights and provide you with reasonable access and rights to the Personal Data, as this term is referred to for individuals located in the European Economic

Area (EEA), pursuant to the European Directives 95/46/EC and 2002/58/EC (EU General Data Protection Regulations Legislation, also known as GDPR), that you may have provided through your use of the Platform Services. If you live in one of those countries, and wish to access, amend, delete, or transfer any Personal Data we hold about you, you may contact us as set forth in the "How to Contact Us" section in the Privacy Policy.

You may update, correct, or delete your Personal Data and preferences at any time by request to us. Please note that while any changes you make will be reflected in active user databases instantly or within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

You may decline to disclose certain Personal Data to us, in which case we may not be able to provide to you some of the features and functionality of the Platform Services.

At any time, you may object to the processing of your Personal Data, on legitimate grounds, except if otherwise permitted by applicable law. If you believe your right to privacy granted by applicable data protection laws has been infringed upon, please contact us as set forth in the "How to Contact Us" section in the Privacy Policy. You also have a right to lodge a complaint with data protection authorities.

Legal Basis for Processing Personal Data; Retention

Placer will only collect and process Personal Data when we have lawful bases for doing so. These lawful bases include when you provide consent, when we have a contractual obligation to collect or process your Personal Data, and when we have a legitimate interest in processing your Personal Data.

Transfers

Where we transfer your Personal Data outside the EEA, we rely on approved standard EEA Model Clauses so these transfers are conducted in accordance with applicable laws and using adequate and appropriate safeguards.

Appendix B

SUPPLEMENTAL NOTICE FOR CALIFORNIA RESIDENTS

Introduction; "Personal Information" under the CCPA

This Appendix B supplements the information contained in our Privacy Policy above and applies solely to those of you who reside in the State of California. We adopt this supplemental notice to comply with the California Consumer Privacy Act of 2018 as

amended by the California Privacy Rights Act of 2020, (the "CCPA"). Any terms defined in the CCPA have the same meaning when used in this Appendix B, unless otherwise noted.

Under the CCPA, "personal information" is information that identifies, relates to, describes, or is capable of being associated with a particular consumer or household. Personal information does not include:

- ✓ Publicly available information;
- ✓ Deidentified or aggregated consumer information; or
- ✓ Information excluded from the CCPA's scope, such as:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 and the California Confidentiality of Medical Information Act or clinical trial data; or
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act or California Financial Information Privacy Act, and the Driver's Privacy Protection Act of 1994.

Information We Collect

The table below sets forth the categories of personal information that we have collected within the last twelve (12) months since this notice was last updated:

Category	Collected from Placer Customers (As "Placer Customers" is defined in our Privacy Policy)	Examples
Identifiers.	Yes	A real name, unique personal identifier, online identifier, Internet Protocol address, email address, account name or other similar identifiers.

Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	Yes	A name, address, telephone number, bank account number, credit card number, debit card number, or any other financial information.
Protected classification characteristics under California or federal law.	No	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Commercial information.		Products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
	Yes	
Biometric information.		Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.
	No	
Internet or similar network activity.		Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
	Yes	
Geolocation data.		Physical location or movements.
	No	

Sensory data.		Audio, electronic, visual, thermal, olfactory, or similar information.
	No	
Professional or employment-related information.		Current or past job history or performance evaluations.
	No	
Non-public education information (as defined in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99).		Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.
	No	

Inferences drawn from other personal information.		Information reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
	Yes	
Sensitive Personal Information (Identifiers)		A consumer's social security, driver's license, state identification card, or passport number.
	No	
Sensitive Personal Information (Log-in and Financial Information)		Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account.
	Yes	
Sensitive Personal Information (Precise Geolocation)		Geolocation data used to locate a consumer within a geographic area that is equal to or less than the area of a circle with a radius of 1,850 feet.
	No	

Sensitive Personal Information (Group Membership)		Racial or ethnic origin, religious or philosophical beliefs, or union membership.
	No	
Sensitive Personal Information (Contents of Communications)		The contents of a consumer's mail, email, and text messages unless the business is the intended recipient of the communication.
	No	
Sensitive Personal Information (Genetic Data)		
	No	
Sensitive Personal Information (Identifying Biometric Information)		
	No	

Sensitive Personal Information (Personal Information Collected and Analyzed Concerning a Consumer's Health)		
	No	
Sensitive Personal Information (Personal Information Collected and Analyzed Concerning a Consumer's Sex Life or Sexual Orientation)		
	No	

EXHIBIT "B"

Categories of Sources from Which Personal Information is Collected

We obtain the personal information of Placer Customers listed above from the following categories of sources:

- ✓ directly from you (as described in Section 3.1(a) of the Privacy Policy, such as, without limitation, when you register for an account); and
- ✓ automatically when you interact with our Platform Services (as described in Section 3.1(b), such as, without limitation, as enabled by cookies, pixels, or other tools).

Business or Commercial Purpose Which Personal Information Will Be Used

Placer does not disclose personal information to any third parties, unless explicitly permitted in our Privacy Policy or with your consent.

As described in more details in Section 4 of our Privacy Policy:

- ✓ We use the information collected for our business, including, without limitation, to operate, maintain, enhance, and provide the features of the Platform Services.
- ✓ We may also use your email address or other information to contact you for administrative or customer service purposes, and to send other business communications to you.

Disclosing Personal Information

As described in more details in Section 5 of our Privacy Policy, we may disclose the following categories of personal information to the following categories of third parties:

- ✓ Analytics Providers
    - Categories we disclose: Identifiers, Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), Commercial information, Internet or similar network activity.
- ✓ Other Service Providers
    - Categories we disclose: Identifiers, Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), Commercial information, Internet or similar network activity.

      When appropriate, we enter into contracts that describe the purpose of the disclosure and require the recipient to keep that personal information confidential.

Sale and Sharing of Personal Information

We may "sell" or "share" the following categories of personal information with the following categories of third parties. As used here, to "sell" means to disclose personal information to third parties for monetary or other valuable consideration, and "share" means to disclose personal information to third parties for cross-context behavioral advertising. These terms do not include, for example, the transfer of personal information as an asset that is part of a merger or other disposition of all or any portion of our business.

Certain cross-context behavioral advertising vendors - categories we sell or share: Identifiers, Internet or similar network activity.

We do not knowingly sell or share personal information associated with individuals under 18 years of age.

Rights under the CCPA

Access to Specific Information; Deletion; Correction; Opt-out

If you are a California resident, you have the right to:

- ✓ Request that we disclose to you the following information covering the 12 months preceding your request:
    - the categories of personal information that we have collected about you;
    - the categories of sources from which the personal information was collected;
    - the business or commercial purpose for collecting personal information about you;
    - the categories of third parties to whom we disclosed personal information about you, the categories of personal information that was disclosed, and the purpose for disclosing the personal information about you (if we have made any such disclosures); and
    - the specific pieces of personal information we collected about you; and
    - Request that we delete personal information we collected from you, unless the CCPA recognizes an exception.
- ✓ Request that we correct inaccurate personal information that we maintain about you.

Opt out of the "sale" or "sharing" of your personal information here.

Exercising Your Rights

To request access to your personal information or request deletion or correction, please submit a verifiable request through one of the following methods:

- ✓ Email: privacy@placer.ai; or
- ✓ Privacy Only inquiries: +1 (650) 622-8232

Only you or a person authorized to act on your behalf may make a consumer request related to your personal information.

You may only request a copy of your data twice within any 12-month period. The request must:

- ✓ Provide sufficient information to allow us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and
- ✓ Describe your request with sufficient details to allow us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

Our goal is to respond to a verifiable request within 45 days of its receipt. If we require more time, we will inform you of the reason and extension period in writing. Any disclosures we provide will cover only the 12-month period preceding the request. If applicable, the response we provide will also explain the reasons we cannot comply with the request. We will provide your personal information in a format that is readily usable and should allow you to transmit the information without hindrance.

We will not charge a fee to process or respond to your request unless it is excessive or repetitive. If we determine that the request warrants a fee, we will provide you with the basis for that decision and a cost estimate before completing your request.

Opt-Out Preference Signals

You may also opt out of the "sale" or "sharing" of your personal information by turning on the Global Privacy Control (GPC) in participating browser systems. You will need to turn the GPC

on for each browser you use. To learn more about the GPC, visit the Global Privacy Control website.

Non-Discrimination

We will not discriminate against you for exercising any of your rights under the CCPA, including if you are an employee, applicant, or independent contractor of our business. Unless permitted by the CCPA, we will not, because of your exercise of such rights:

- ✓ Deny you goods or services;
- ✓ Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- ✓ Provide you a different level or quality of goods or services; or
- ✓ Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website.

Contact Information

If you have any questions or comments about this notice, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please contact us at:

- ✓ Email: privacy@placer.ai; or
- ✓ Privacy Only inquiries: +1 (650) 622-8232
- ✓ Mailing address: Placer Labs, Inc., 440 N Barranca., #1277, Covina, California 91723, USA

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Carley Fitzgerald, FISP, FAEM, GIS Manager**

SUBJECT/TITLE: **Request approval Budget Amendment 24-25-044 to reallocate funds from 53400Z (Project Contractual Services) to 56810Z (Project PC Software Purchase)**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-044 to reallocate funds from 53400Z (Project Contractual Services) to 56810Z (Project PC Software Purchase)

FISCAL IMPACT

There is no fiscal impact to Fund 110 (Transportation Trust Fund) or Project 23116 - Stormwater Conveyance since the funds were budgeted in the FY 24-25 Budget. This Budget Amendment is simply reallocating funds to the proper account within the project.

Attachments: 1030-2024 Statement of Issue Upgrade to ESRI Software.pdf
Attachments: 24-25-044 Arc GIS Software Upgrade (BA).pdf
Attachments: 250225 Highlands GIS Enterprise Upgrade.pdf

Agenda Item # - Reg. 1030-2024

Statement of Issue

The County GIS Division must upgrade ArcGIS Enterprise from version 10.8 to 11.3 to maintain software support, security, and operational efficiency. The upgrade is also needed to move forward with creating a stormwater asset database to the specifications needed. The current system is experiencing performance limitations that impact essential County services, and due to the complexity of this upgrade, external expertise is required.

Florida Technical Consultants (FTC), the County's established GIS support vendor, has provided a scope of work with a **base project cost of $25,200** for assessment, preparation, implementation, testing, and knowledge transfer. However, due to potential risks—including system instability, data migration challenges, and technical limitations—a **120-hour contingency** is included. To ensure successful completion, we are requesting **$43,200** in total to cover both the base upgrade and any unforeseen issues that may arise. Billing is based on actual hours worked. Approval is requested to proceed with this vendor to maintain a secure and reliable GIS infrastructure.

REVIEWED
O.M.B DEPARTMENT
March 5, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **2/28/2025**

SUBMITTED BY: **Mitchell Thomas, P.E., Assistant County Engineer - Stormwater**

FUND(S): **110** FUND TITLE(S): **Transportation Trust** COST CENTER(S) #: **4101**

PROJECT(S) #: **23116** PROJECT TITLE(S): **Stormwater Conveyance** COST CENTER TITLE(S): **Engineering Services**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**110**	**4101**	**53400Z**	**Project Contractual Services**	**23116**	**635,630.00**		**43,200.00**	**592,430.00**
E	**110**	**4101**	**56810Z**	**Project PC Software Purchase $25K**	**23116**	**0.00**	**43,200.00**		**43,200.00**

REASON: **This Budget Ammendment is necessary to move funds in the amount of $43,200.00 from 53400Z (Project Contractual Services) to 56810Z (Project PC Software Purchase $25K).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-044**

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

Florida Technical Consultants, LLC
2240 Woolbright Rd, Suite 400
Boynton Beach, FL 33426
Tel (954) 914-8488
www.fltechinc.com

Carley Fitzgerald, GISP
GIS Manager
Highlands County Board of County Commissioners

February 26, 2025

Subject: ArcGIS Enterprise Upgrade

Dear Ms. Fitzgerald,

Florida Technical Consultants (FTC) is pleased to provide this Scope of Services for the Highlands County Board of County Commissioners to assist with Geographic Information Systems (GIS).

Highlands County Board of County Commissioners requires technology support and implementation of ESRI's ArcGIS Enterprise technology platform to ensure continued reliability and efficiency of their GIS operations. The County's current ArcGIS Enterprise 10.8 environment is experiencing performance limitations that impact essential county services and operations which necessitates an upgrade to ArcGIS Enterprise 11.3.

Scope

FTC will provide the following services:

ArcGIS Enterprise Upgrade Project Plan (10.8 to 11.3)

Phase 1: Assessment & Planning (48 hours)

1. Initial Environment Assessment: 24 hours
    a. Hardware/software inventory and requirements validation
    b. Document current customizations, extensions, and integrations
    c. Network architecture review
    d. Database review (geodatabases, datastore)
2. Technical Evaluation & Standards Review: 12 hours
    a. Review of current workflows and processes
    b. Documentation of current configurations
    c. Identification of potential upgrade issues
3. Detailed Upgrade Planning: 12 hours
    a. Development of step by step upgrade procedure
    b. Creation of rollback plan
    c. Scheduling and resource allocation
    d. Risk assessment and mitigation strategies

Phase 2: Pre Upgrade Preparation (24 hours)

1. Environment Preparation: 12 hours
    a. System backup creation
    b. Database maintenance and optimization
    c. Server environment preparation
    d. Software download and validation

2. Test Environment Setup: 12 hours
    a. Configure test environment
    b. Perform trial upgrade in test environment
    c. Document issues encountered

Phase 3: Upgrade Implementation (48 hours)

1. ArcGIS Enterprise Upgrade: 24 hours
    a. Portal for ArcGIS upgrade
    b. ArcGIS Server upgrade
    c. Data Store upgrade
    d. Web Adaptor configuration
    e. Security implementation and configuration
2. ArcGIS Monitor Installation: 24 hours
    a. Installation and basic configuration
    b. Alert setup and integration
    c. Dashboard configuration

Phase 4: Testing & Validation (32 hours)

1. Functionality Testing: 24 hours
    a. Core functionality verification
    b. Services testing (map, feature, geoprocessing)
    c. WebApp Builder applications testing to migrate to ArcGIS Experiences
    d. Portal configuration validation
    e. API and SDK compatibility testing
2. Performance Testing: 4 hours
    a. Baseline performance measurement
    b. Load testing of critical services
    c. Response time verification
3. User Acceptance Testing Support: 4 hours
    a. Support for stakeholder testing
    b. Issue documentation and triage

Phase 5: Knowledge Transfer & Closing (16 hours)

1. Training & Documentation: 8 hours
    a. Admin training on new features
    b. Documentation updates
    c. Knowledge transfer sessions
2. Project Closure: 8 hours
    a. Lessons learned documentation
    b. Project signoff
    c. Transitioning to operational support

Contingency (120 hours)

The 120 hour contingency allocation is necessary due to multiple risk factors: current system instability (failing Portal and Arcade expressions), technical limitations acknowledged by Esri, knowledge gaps from staff turnover since 2021, significant architectural changes in the 10.8 to 11.3 upgrade path, and new ArcGIS Monitor integration requirements. These factors create substantial uncertainty that requires appropriate buffer hours to ensure project success.

1. Software & Environment Issues: 48 hours
    a. Unexpected software compatibility issues
    b. Environment configuration challenges
    c. System performance troubleshooting
2. Data Migration Issues: 48 hours
    a. Data corruption or conversion problems

    b. Service publishing failures
    c. Database connectivity issues
3. General Buffer: 24 hours
    a. Additional client requests
    b. Extended testing requirements

Additional Services

FTC can provide Ongoing Technical Support in Hourly support blocks

- 3 Month Maintenance
- Hot Patches
- Security fixes
- Updates and Upgrades
- Best Practice Implementation

Assumptions

- This proposal does not include the costs of hardware or software.
- The County will provide IT to support ArcGIS Licenses and Installation.
- The County will provide GIS staff to support ArcGIS Data and Process knowledge for all required software and systems.
- The County will provide access to all required software and systems.

Fees and Schedule

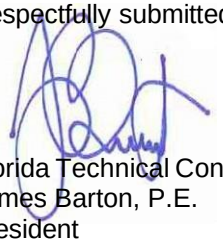
The following is a schedule of positions, rates, and estimated level of involvement.

Task	Hours	Rate	Fee
Assessment & Planning	48	$150	$7,200
Pre Upgrade Preparation	24	$150	$3,600
Upgrade Implementation	48	$150	$7,200
Testing & Validation	32	$150	$4,800
Knowledge Transfer & Closing	16	$150	$2,400
Base Deployment	168	$150	$25,200
Contingency	120	$150	$18,000
TOTAL	**288**		**$43,200**

All services will be on an hourly basis. The schedule of installation and implementation will be 4 weeks with an additional 2 weeks for knowledge transfer and training. The County will be billed monthly according to the services and deliverables provided.

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at **jbarton@fltechinc.com**.

Respectfully submitted,



Florida Technical Consultants
James Barton, P.E.
President

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Robert Diefendorf., E.I. Assistant to Critical Infrastructure Director**

SUBJECT/TITLE: **Request to approve waiving the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Canal Cleanup April 4, 2025, and April 5, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve waiving the Landfill tipping fee for The Placid Lakes Homeowner Association Canal Cleanup.

FISCAL IMPACT

Landfill staff estimates that the Placid Lakes Homeowner Association Canan Cleanup will collect an estimated three (3) tons of Class 1 waste to be hauled to the landfill at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll-off bins for this event.

Attachments: Statement of Issue.pdf
Attachments: Placid Lakes Canal Cleanup Email Lepera.pdf
Attachments: Placid Lakes Canal Cleanups.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM
1031-2024

DATE OF ACTION REQUEST: March 18, 2025

PRESENTER: **Robert Diefendorf., E.I. Assistant to Critical Infrastructure Director**

SUBJECT/TITLE: **Request to approve waiving the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Canal Cleanup April 4, 2025, and April 5, 2025.**

STATEMENT OF ISSUE

The Placid Lakes Homeowner Association is requesting that the board waive the landfill tipping fee for their canal cleanup scheduled for Friday, April 4, 2025, and Saturday, April 5, 2025. The waste will be hauled to the landfill on Monday, April 7, 2025.

RECOMMENDED ACTION

Move to approve waiving the Landfill tipping fee for The Placid Lakes Homeowner Association Canal Cleanup.

FISCAL IMPACT

Landfill staff estimates that the Placid Lakes Homeowner Association Canan Cleanup will **collect** an estimated three (3) tons of Class 1 waste to be hauled to the landfill at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll-off bins for this event.

Attachments: Statement of Issue
Email – Karen Lepera requesting cleanup
Placid Lakes Canal Cleanups

From: Lepera, Karen
To: Hestand, Rhonda S.
Subject: RE: Your item has been approved
Date: Thursday, February 13, 2025 11:10:30 AM
Attachments: image001.png

Thank you, Rhonda. I thought I already emailed this to you but cannot find it:

Canal Cleaning for Placid Lakes April 4 for 8 hours and April 5 for 8 hours.

They are requesting to waive fees for two dumpsters. They would like them to be delivered to Tobler Park (501 Catfish Creek Road) on afternoon of April 3rd or by 8am on April 4th.

The contact names will be **Brad Shuman** at 301-730-1928 or **Greg Dunlap** at 863-840-3231

They will also need volunteer forms for this event.

Thank you.

Karen

From: Hestand, Rhonda S. <rshestand@highlandsfl.gov>
Sent: Thursday, February 13, 2025 10:56 AM
To: Lyons, Shirley A. <slyons@highlandsfl.gov>
Cc: Lepera, Karen <klepera@highlandsfl.gov>
Subject: FW: Your item has been approved

Shirley,

The Placid Lakes Community Cleanup is scheduled for March 22, 2025. Karen Lepera is the designated liaison. Please email Karen Lepera a volunteer form so she can print out for the volunteers to complete.

Please don't hesitate to contact me with any questions or concerns you may have.

Thank you!

Rhonda Hestand
Solid Waste Accounting Manager
Highlands County Board of County Commissioners
Email: rshestand@highlandsfl.gov
Phone: 863-402-7787
Online: http://www.highlandsfl.gov
Address: 12700 Arbuckle Creek Rd, Sebring, FL 33870

From: Lepera, Karen <klepera@highlandsfl.gov>
Sent: Thursday, February 13, 2025 9:41 AM
To: Hestand, Rhonda S. <rshestand@highlandsfl.gov>
Subject: RE: Your item has been approved

Can you send me the volunteer forms for the Placid Lakes Cleanup

---

From: Hestand, Rhonda S. <rshestand@highlandsfl.gov>
Sent: Friday, January 31, 2025 3:21 PM
To: Lepera, Karen <klepera@highlandsfl.gov>
Subject: RE: Your item has been approved

Will do!

Rhonda Hestand
Solid Waste Accounting Manager
Highlands County Board of County Commissioners
Email: rshestand@highlandsfl.gov
Phone: 863-402-7787
Online: http://www.highlandsfl.gov
Address: 12700 Arbuckle Creek Rd, Sebring, FL 33870

From: Lepera, Karen <klepera@highlandsfl.gov>
Sent: Thursday, January 30, 2025 8:36 AM
To: Hestand, Rhonda S. <rshestand@highlandsfl.gov>
Subject: RE: Your item has been approved

You can just email to me, and I can print. Thank you.

From: Hestand, Rhonda S. <rshestand@highlandsfl.gov>
Sent: Thursday, January 30, 2025 8:16 AM
To: Lepera, Karen <klepera@highlandsfl.gov>
Subject: RE: Your item has been approved

Absolutely!
How man would you like or are you going to print them out?

Rhonda Hestand
Solid Waste Accounting Manager
Highlands County Board of County Commissioners
Email: rshestand@highlandsfl.gov
Phone: 863-402-7787
Online: http://www.highlandsfl.gov
Address: 12700 Arbuckle Creek Rd, Sebring, FL 33870

From: Lepera, Karen <klepera@highlandsfl.gov>
Sent: Thursday, January 30, 2025 8:03 AM

To: Hestand, Rhonda S. <rshestand@highlandsfl.gov>
Subject: RE: Your item has been approved

Thanks Rhonda. Once approved, can we get copies of the volunteer forms so they can start getting people to fill them out.

Karen Lepera
HCBCC
NAV Specialist
600 S. Commerce Avenue
Sebring, FL 33870
863-402-6520 Office
863-991-0129 Cell

From: Hestand, Rhonda S. <rshestand@highlandsfl.gov>
Sent: Wednesday, January 29, 2025 9:39 AM
To: Lepera, Karen <klepera@highlandsfl.gov>
Subject: FW: Your item has been approved

Good morning!

FYI…
Your request to have the fees waived for the Placid Lakes Homeowner Assoc Community Cleanup is scheduled for Feb 4th board meeting.

Let me know if you have any questions.

Have a wonderful day!

Rhonda Hestand
Solid Waste Accounting Manager
Highlands County Board of County Commissioners
Email: rshestand@highlandsfl.gov
Phone: 863-402-7787
Online: http://www.highlandsfl.gov
Address: 12700 Arbuckle Creek Rd, Sebring, FL 33870

From: noreply@peakagenda.com <noreply@peakagenda.com>
Sent: Wednesday, January 29, 2025 9:34 AM
To: Hestand, Rhonda S. <rshestand@highlandsfl.gov>
Subject: Your item has been approved

[**CAUTION:** External Message*]

Hello **Rhonda Hestand**

The proposed **WAIVER OF FEES Reg.-920-2024**, which you submitted to one or more persons for review and/or approval has been approved for the Feb 4th, 2025 Highlands County Board of County Commissioners meeting.

The description is as follows:

Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Cleanup March 22, 2025

This email is an automatic email notice from your Peak Agenda Workflow System. Please do not 'Reply' to this email, but use the link above. Thank you.

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

HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED PLACID LAKES HOME OWNERS ASSOCIATION - CANAL CLEANUP						
Transaction Number	**Date**	**MT**	**Tons**	**Cost Per Ton if Charged**	**Total Fees Waived**	**Note**
2018						
1564101	3/3/2018	199	1.24	$ 45.00	$ 55.80	Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1564168	3/3/2018	199	1.73	$ 45.00	$ 77.85	
			2.97		$ 133.65	
2019						
1600195	3/19/2019	2002	1.04	$ 45.00	$ 46.80	Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1600404	3/21/2019	2002	1.28	$ 45.00	$ 57.60	
			2.32		$ 104.40	
2020						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
CANCELLED DUE TO COVID						
2021						
1675921	4/28/2021	2001	0.82	$ 45.00	$ 36.90	Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1675944	4/28/2021	2001	0.91	$ 45.00	$ 40.95	
			1.73		$ 77.85	
2022						
1715077	5/3/2022	2001	0.13	$ 45.00	$ 5.85	Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
					$ -	
			0.13		$ 5.85	
2023						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
NO CANAL CLEANUP						
2024						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
NO CANAL CLEANUP						

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

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

SUBJECT/TITLE: **Request approval of the contract with Huddle Up Group to perform a Sports Tourism Facility Analysis.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve contract with Huddle Up Group to perform a Sports Tourism Facility Analysis.

FISCAL IMPACT

There is a fiscal impact in the amount of $65,000 of expenses to Fund 152 (Tourist Development Trust). However, this would replace the original Fiscal Impact of up to $100,000 encompassing the individual recipients of the Sports Facility Improvement Grant, of which the costs would have come from Fund 152 (Tourist Development Trust).

Attachments: Statement of Issue - Sports Tourism Facility Analysis Contract.pdf
Attachments: Highlands County Facility Project Notarized Agreement 2025.pdf

Statement of Issue:

The Board of County Commissioners (BOCC) at their regular meeting on November 7, 2024, approved the Tourist Development Council's (TDC) implementation of a Sports Facility Improvement Grant Program. With the approval of this program, the TDC would have provided an awarded organization up to 75% of the expense (up to $22,500) to contract Huddle Up Group's services for a Sport Tourism Facility Analysis of an the organizations' chosen facilities to provide suggestions for enhancing the facilities to their highest and best use for sports tourism events, with the understanding this would also enhance the facilities for the use of local residents. Multiple organization could have been awarded the grant, with total expenditures from the TDC on the overall program not to exceed $100,000.

The TDC at their regular meeting on January 30, 2025 reviewed all applications to this grant program, of which The City of Sebring and the Town of Lake Placid were the only applying entities. Also presented to the TDC was an alternative option of the TDC contracting Huddle Up Group to complete the same services for any facilities within the boundaries of Highlands County rather than select municipalities of districts. The TDC voted to proceed with the alternative option which would provide suggested enhancements for facilities across the entire county at the expense of $65,000.

It was determined that Huddle Up Group, LLC and their subcontractors are uniquely qualified to conduct a sports tourism facility analysis and perform services related to an impact analysis on sports tourism venues for the County due to their familiarity with the characteristics, development challenges, and attributes of Highlands County,

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY," and HUDDLE UP GROUP, LLC., 3920 E. Thomas Road # 97416, Phoenix, Arizona 85060, hereinafter referred to as the "CONTRACTOR" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, Section 17.B.22, of the Highlands County Purchasing Policy provides for an exemption from the competitive solicitation process when procuring services which are special or unique in nature; and

WHEREAS, the COUNTY has determined that the performance of a Sports Tourism Facility Analysis for and establishment of a strategic plan for Highlands County Tourism Development requires special attention with a unique approach; and

WHEREAS, the CONTRACTOR and its subcontractors identified in **Exhibit "A"**, attached hereto, are uniquely qualified to conduct a sports tourism facility analysis and perform services related to an impact analysis on sports tourism venues for the COUNTY, due to their familiarity with the characteristics, development challenges, and attributes of Highlands County; and

WHEREAS, the Parties hereto have agreed to the terms and conditions cited herein.

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall begin on the date of execution by the COUNTY through July 31, 2025.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

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

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

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

C. The CONTRACTOR will maintain an adequate and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONTRACTOR may only subcontract the services requested by the COUNTY with the subcontractors identified in **Exhibit "A"** attached hereto; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the Work set forth in **Exhibit "B"**.

E. CONTRACTOR's employees and subcontractors shall be prohibited from using or being under the influence of alcohol or illegal drugs while performing Work under this Agreement. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of

skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

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

SECTION 6. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR shall not exceed Sixty-five Thousand and 00/100 Dollars ($65,000.00) to be paid as follows, in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act:

i. Thirty-two Thousand and 00/100 Dollars ($32,500.00) due upon contract approval
ii. Thirty-two Thousand and 00/100 Dollars ($32,500.00) due either four (4) months after the Project's start date, or upon satisfactory completion of the Work, whichever occurs first.

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

SECTION 7. TERMINATION.

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

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

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

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in

a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an offset for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

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

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

      OR

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

      AND

   Property Damage: $100,000 per accident;
2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;
3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);
4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

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

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insured,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,

6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.

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

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

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

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

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

RECORDS CUSTODIAN:
GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.GOV

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

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

SECTION 14. INDEPENDENT CONTRACTOR.

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

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and

officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

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

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

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

SECTION 20. ASSIGNMENT.

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

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be

construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

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

SECTION 23. NOTICE.

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

COUNTY: Highlands County
Attn: Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Huddle Up Group, LLC.
Attn: Jon Schmeider, Founder & CEO
3920 East Thomas Road #97416
Phoenix, Arizona 85060

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 27. CONFLICT OF INTEREST.

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

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. JOINT AUTHORSHIP.

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

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 32. SOVEREIGN IMMUNITY.

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

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with, or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result

of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

SECTION 35. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 36. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 37. ELECTRONIC SIGNATURE.

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

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the date of execution by the COUNTY.

HIGHLANDS COUNTY

_____
Arlene Tuck, Chair

DATE: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

HUDDLE UP GROUP, LLC.

_____
Jon Schmieder
Founder and CEO

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Jon Schmieder, as Founder and CEO, of Huddle Up Group, LLC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Arizona Driver License as identification, and who did/did not take an oath this 6 day of March, 2025.

(stamp)

MATT G PROFFIT
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 612676
My Commission Expires
May 14, 2025

_____
NOTARY PUBLIC, ~~State of Florida~~ State of Arizona

EXHIBIT "A"
CONSULTANT TEAM

CONTRACTOR:	Huddle Up Group, LLC
SUBCONTRACTOR:	Synergy Sports Global
SUBCONTRACTOR:	Airstream Ventures, LLC

EXHIBIT "B"
Scope of Services

1. GENERAL

CONTRACTOR shall evaluate and assess potential sports facility opportunities across Highlands County, including Sebring, Lake Placid, Avon Park, and other municipalities. CONTRACTOR shall provide actionable insights and strategies to maximize the potential of existing venues and identify opportunities for new developments, enhancing the region's appeal for sports tourism and community engagement. This Project will include the four (4) key deliverables described herein, all of which will be completed by the agreed-upon deadlines identified herein. The Parties agree to conduct bi-weekly updates regarding this Project, either via telephone or e-mail, as requested by the COUNTY.

2. KEY DELIVERABLES

1. Onboarding Call - The Consultant Team, identified in **Exhibit "A"** to the Agreement, will lead an onboarding conference call with COUNTY to discuss project goals, necessary data, supporting documents, and background information to be supplied to the Consultant Team by the COUNTY.

   (Delivered by April 30, 2025)

2. Sports and Recreation Facilities Evaluation & Plan Creation - CONTRACTOR will conduct an evaluation of all sports and recreation facilities in Highlands County municipalities, including but not limited to:

   a. An evaluation of up to ten (10) key tourism-driving facilities throughout Highlands County to assess their current conditions, usage patterns, and readiness for sports tourism initiatives.

   b. Development of a comprehensive list of facility enhancement needs for every venue, identifying specific upgrades required to meet tournament-quality standards and improve community access.

   c. An impact analysis of each venue deemed capable of becoming tournament-ready or for any proposed new builds, assessing potential economic and community benefits, including visitor spending, hotel occupancy, and tax revenue.

   d. Up to five (5) in-depth venue evaluations, highlighting the cost to build, 10-year profit and loss projections, naming rights opportunities, management firms suited for operation, and site plans with renderings.

   e. A professional ranking of facility enhancement opportunities, with

reasoning for the prioritization of projects based on factors such as economic impact, feasibility, and alignment with regional goals.

(Delivered by May 31, 2025)

3. Final Report and Presentation - The Consultant Team will formally present – in person – the results of the impact analysis to the COUNTY and its Tourism Development Council.

   (Delivered by June 30, 2025)

4. 30-Day Follow-Up - Consultant and COUNTY staff will have a post-delivery conference call to recap this Project, answer any questions pertaining to the enclosed scope of work, and outline any remaining follow-up steps and/or action items.

   (Delivered by July 31, 2025)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Stacy Smith, Highlands County Housing Program Manager**

SUBJECT/TITLE: **Request approval of the Highlands County State Housing Initiative Program (SHIP) Annual Report for 2021-2022 and 2022-2023 (interim report) with the accompanying client income breakdown and authorization to submit to the Florida Housing Finance Corporation.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Highlands County SHIP Program Annual Report for 2021-2022 and 2022-2023 (interim report) with the accompanying client income breakdown and authorization to submit to the Florida Housing Finance Corportation.

FISCAL IMPACT

No Fiscal Impact

Attachments: SHIP Report Attachments.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Stacy Smith, Highlands County Housing Program Manager**

SUBJECT/TITLE: **Request approval of the Highlands County State Housing Initiative Program (SHIP) Annual Report for 2021-2022 and 2022-2023 (interim report) with the accompanying client income breakdown and authorization to submit to the Florida Housing Finance Corporation.**

STATEMENT OF ISSUE

The Florida Housing Finance Corporation (FHFC) administers the State Housing Initiatives Partnership program (SHIP), which allocates funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership. SHIP funds are distributed on an entitlement basis to all 67 counties and 55 Community Development Block Grant entitlement cities in Florida. Submitting an annual report detailing the progress of the SHIP program to the FHFC is an essential element of program administration. To receive future funding, all jurisdictions are required to report annually on local affordable housing program expenditures and demographic data. Once the report has been submitted and accepted as true and accurate, a certification form must be signed by the Chief Elected Official and submitted to the FHFC.

RECOMMENDED ACTION

Move to approve the Highlands County SHIP Program Annual Report for 2021-2022 and 2022-2023 (interim report) with the accompanying client income breakdown and authorization to submit to the Florida Housing Finance Corporation.

FISCAL IMPACT

No Fiscal Impact.

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of the Highlands County Board of County Commissioners (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2021/2022 and interim years 2022/2023.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $15,735.11.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $16,640.83.

Staff Member responsible for submitting annual report to FHFC: Stacy Smith

Witness Signature Date	Chief Elected Official or Designee Signature Date
Witness Printed Name	Chief Elected Official or Designee Printed Name
Witness Signature Date	
Witness Printed Name	
or	ATTEST (Seal)
Signature Date	

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Attachment I

GRANT YEAR 2021 - 2022

Down Payment Assistance	Extremely Low Inco	Very Low Income	Low Income	Moderate Income
Number of Clients Assisted	0	4	15	7
Average Amount Assisted		$ 18,500.00	$ 16,852.93	$ 12,902.64
Average Purchase Price		$ 149,175.00	$ 164,113.33	$ 171,371.43
Rehabilitation				
Number of Clients Assisted	3	5	8	2
Average Amount Assisted	$ 25,941.67	$ 13,936.98	$ 12,872.25	$ 24,397.50
Average Home Value	$ 118,233.33	$ 68,171.60	$ 120,483.38	$ 119,490.50
Emergency Repair				
Number of Clients Assisted	0	0	0	0
Average Amount Assisted				
Average Home Value				
Foreclosure Intervention				
Number of Clients Assisted	1	1	2	1
Average Amount Assisted	$ 4,391.00	$ 2,978.18	$ 4,955.55	$ 3,188.61
Average Home Value	$ 105,000.00	$ 82,000.00	$ 112,955.00	$ 86,500.00

Form SHIP AR/2009
67-38.008 (5), F.A.C.
Effective Date: 5/23/2017

Title: SHIP Annual Report

Report Status: Submitted

Highlands County FY 2021/2022 Closeout

Form 1

Form SHIP AR/2009
67-38.008 (5), F.A.C.
Effective Date: 5/23/2017

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance	$409,112.88	26				
3	Home Repair	$299,534.91	18				
	Homeownership Totals:	**$708,647.79**	**44**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
18	Foreclosure	$20,681.54	5				
21	Multifamily	$115,900.00	5				
26	Rental Assistance	$184,344.85	85				
	Rental Totals:	**$320,926.39**	**95**				
	Subtotals:	**$1,029,574.18**	**139**				

Additional Use of Funds

Use	Expended
Administrative	$73,667.00
Homeownership Counseling	$.00
Admin From Program Income	$19,022.39
Admin From Disaster Funds	$.00

Totals:	**$1,122,263.57**	**139**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$736,670.00
Program Income (Interest)	$19,170.57
Program Income (Payments)	$361,277.37
Recaptured Funds	$.00
Disaster Funds	
HHRP Funds	
Carryover funds from previous year	$285.33
Total:	**$1,117,403.27**

*** Carry Forward to Next Year: -$4,860.30**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Form SHIP AR/2009
67-38.008 (5), F.A.C.
Effective Date: 5/23/2017

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	339	398	575	752	898
VLI	542	581	697	805	898
LOW	866	928	1,113	1,287	1,436
MOD	1,302	1,395	1,674	1,932	2,157
Up to 140%	1,519	1,627	1,953	2,254	2,516

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$1,029,574.18	21.30%
Public Moneys Expended	$.00	.00%
Private Funds Expended	$3,755,740.00	77.70%
Owner Contribution	$48,205.28	1.00%
Total Value of All Units	$4,833,519.46	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$708,647.79	$736,955.33	96.16%	65%
Construction / Rehabilitation	$845,229.33	$736,955.33	114.69%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	$130,648.58	11.69%
Very Low	$210,181.11	18.81%
Low	$493,426.95	44.16%
Moderate	$195,317.54	17.48%
Over 120%-140%	$.00	.00%
Totals:	$1,029,574.18	92.14%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$105,396.00	5	$25,252.58	18	$130,648.58	23
Very Low	$169,760.64	10	$40,420.47	20	$210,181.11	30
Low	$415,802.80	28	$77,624.15	33	$493,426.95	61
Moderate	$154,269.89	11	$41,047.65	14	$195,317.54	25
Over 120%-140%	$.00	0	$.00	0	$.00	0
Totals:	$845,229.33	54	$184,344.85	85	$1,029,574.18	139

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Purchase Assistance	Unincorporated		4	10	7		21
Purchase Assistance	Sebring			2	1		3
Purchase Assistance	Avon Park			2			2
Rental Assistance	Unincorporated	4	8	13	8		33
Rental Assistance	Avon Park	2	5	8	2		17
Rental Assistance	Sebring	10	7	9	3		29
Rental Assistance	Lake Placid	2		3	1		6
Home Repair	Sebring	1		1			2
Home Repair	Unincorporated	2	3	8	2		15
Home Repair	Avon Park			1			1
Foreclosure	Sebring		1	1			2
Foreclosure	Unincorporated	1		1	1		3
Multifamily	Unincorporated	1	2	2			5
	Totals:	**23**	**30**	**61**	**25**		**139**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance	Unincorporated	2	12	4	3	21
Purchase Assistance	Sebring		2		1	3
Purchase Assistance	Avon Park		1	1		2
Rental Assistance	Unincorporated	4	17	10	2	33
Rental Assistance	Avon Park		4	11	2	17
Rental Assistance	Sebring	2	13	13	1	29
Rental Assistance	Lake Placid		3	3		6

Home Repair	Sebring			1	1	2
Home Repair	Unincorporated	1	3	5	6	15
Home Repair	Avon Park			1		1
Foreclosure	Sebring			2		2
Foreclosure	Unincorporated		1	2		3
Multifamily	Unincorporated		3	1	1	5
	Totals:	**9**	**59**	**54**	**17**	**139**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Purchase Assistance	Unincorporated	4	13	4	21
Purchase Assistance	Sebring	1	1	1	3
Purchase Assistance	Avon Park	1	1		2
Rental Assistance	Unincorporated	5	23	5	33
Rental Assistance	Avon Park	7	8	2	17
Rental Assistance	Sebring	6	17	6	29
Rental Assistance	Lake Placid		4	2	6
Home Repair	Sebring	1	1		2
Home Repair	Unincorporated	5	9	1	15
Home Repair	Avon Park			1	1
Foreclosure	Sebring		2		2
Foreclosure	Unincorporated		3		3
Multifamily	Unincorporated		5		5
	Totals:	**30**	**87**	**22**	**139**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Other	Total
Purchase Assistance	Unincorporated	8	6	7				21
Purchase Assistance	Sebring		1	2				3
Purchase Assistance	Avon Park		1	1				2
Rental Assistance	Unincorporated	12	7	14				33
Rental Assistance	Avon Park	3	13	1				17
Rental Assistance	Sebring	9	11	8		1		29
Rental Assistance	Lake Placid	2	1	2		1		6
Home Repair	Sebring	1		1				2
Home Repair	Unincorporated	7	4	4				15
Home Repair	Avon Park	1						1

Foreclosure	Sebring		2					2
Foreclosure	Unincorporated		3					3
Multifamily	Unincorporated	2	3					5
	Totals:	**45**	**52**	**40**		**2**		**139**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Purchase Assistance	Unincorporated			1	1
Purchase Assistance	Sebring				0
Purchase Assistance	Avon Park				0
Rental Assistance	Unincorporated		8	2	10
Rental Assistance	Avon Park		4		4
Rental Assistance	Sebring	1	5	2	8
Rental Assistance	Lake Placid				0
Home Repair	Sebring			1	1
Home Repair	Unincorporated			4	4
Home Repair	Avon Park				0
Foreclosure	Sebring			2	2
Foreclosure	Unincorporated			1	1
Multifamily	Unincorporated		1	1	2
	Totals:	**1**	**18**	**14**	**33**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Purchase Assistance	Nurse/Healthcare	99,927.00	6
Purchase Assistance	Government Employee	61,673.00	4
Purchase Assistance	First Responder	10,430.00	1
Purchase Assistance	Service Industry	14,000.00	1
Purchase Assistance	Educator/School Employee	35,000.00	2
Purchase Assistance	Hospitality/Tourism Industry .	11,039.00	1
Rental Assistance	Building Trades	19,514.20	9
Rental Assistance	Service Industry	26,524.39	14
Rental Assistance	Hospitality/Tourism Industry	6,697.11	2
Rental Assistance	Military Veteran	1,900.00	1
Rental Assistance	Retail Sales	29,270.20	12

Rental Assistance	Nurse/Healthcare	27,216.59	12
Rental Assistance	Government Employee	7,445.00	3
Home Repair	Building Trades	43,718.00	2
Home Repair	Government Employee	24,490.00	1
Home Repair	Service Industry	15,560.00	2
Home Repair	Educator/School Employee	10,500.00	1
Foreclosure	Nurse/Healthcare	13,589.40	3
Multifamily	Government Employee	23,180.00	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Adopted	1998
Ongoing review process		Required	Adopted	1998
Impact fee modifications		AHAC Review	Adopted	2008
Other	Affordable and Workforce Housing	AHAC Review	Adopted	2008

Support Services

Purchase assistance applicants receive pre-purchase education and guidance, from Housing staff either on the phone or on a one-on-one basis. We also explain the SHIP strategies and the steps to home buying. Housing staff has been actively involved with outreach educating the public about the housing programs.

Other Accomplishments

Housing Department assisted Highlands County Housing Authority to complete the development of 51 units for affordable housing; Willie Downs Villas project. Also, the Highlands County BOCC has signed a contribution loan form with Jonesboro Investments for the development of affordable housing.

Availability for Public Inspection and Comments

The Annual Report is made available for public inspections at the Housing Office located at 618 S. Commerce Ave. Sebring, FL, 33870 Monday through Friday from 8:00am to 5:00pm. Report will be posted on our County's website upon report's approval from Florida Housing.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **1363**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **0**

Form SHIP AR/2009
67-38.008 (5), F.A.C.
Effective Date: 5/23/2017

SHIP Program Foreclosure Percentage Rate Life to Date: **0.00**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0.00**

Strategies and Production Costs

Strategy	Average Cost
Foreclosure	$4,136.31
Home Repair	$16,640.83
Multifamily	$23,180.00
Purchase Assistance	$15,735.11
Rental Assistance	$2,168.76

Expended Funds

Total Unit Count: **139** Total Expended Amount: **$1,029,574.18**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Purchase Assistance	Monica Drayton	316 Rail Ave.	Sebring	33870	$15,438.00	
Purchase Assistance	Marie Salvador	2376 N. Avon Blvd.	Avon Park	33825	$12,973.00	
Purchase Assistance	Shannon Moistner	314 virginia Place	Sebring	33870	$15,000.00	
Purchase Assistance	Rafael Bruno, Rafael/Clinton	234 Moon Glow Ave	Lake Placid	33852	$10,700.00	
Purchase Assistance	Alejandro Gamez	1803 Roberta Ave	Sebring	33870	$10,430.00	
Purchase Assistance	Christine Nickrent	3054 W Scoralick Rd.	Avon Park	33825	$20,000.00	
Purchase Assistance	Joshua Sanderlin	309 Durham Ave.	Lake Placid	33825	$13,000.00	
Purchase Assistance	Bobby Bihl	2138 N Archer Rd	Avon Park	33825	$14,000.00	
Purchase Assistance	Jose Viscarrondo	1701 W Sheffield Rd	Avon Park	33825	$15,000.00	
Purchase Assistance	Piedad Sarmiento-Noriega	311 S Avon Way	Avon Park	33825	$15,000.00	

Purchase Assistance	Edwin Lamboy	1715 Sparta Circle	Sebring	33870	$11,900.00	
Purchase Assistance	Ashley Brown	4606 Golfview Rd.	Sebring	33870	$17,489.00	
Purchase Assistance	Amber Caylor	1418 Orange Blossom Ave., Sebring	Sebring	33870	$20,000.00	
Purchase Assistance	Andrew Snyder	5 N Egret St	Sebring	33870	$11,039.00	
Purchase Assistance	Alyson Anderson	932 Forest Rd.	Sebring	33872	$19,394.38	
Purchase Assistance	Ashley Ingram	3013 Miller Ave.	Lake Placid	33852	$12,000.00	
Purchase Assistance	Kevin & Clara Hawthorne	1529 Hitakee Ave.	Sebring	33870	$20,000.00	
Purchase Assistance	Kimberly Hart	123 N. Bethune St	Lake Placid	33852	$20,000.00	
Purchase Assistance	Joseph & Penny Gray	24 Oak St	Lake Placid	33852	$18,000.00	
Purchase Assistance	Carleen Nelson	24 Lawhon St	Avon Park	33825	$20,000.00	
Purchase Assistance	Angela Singley	2932 N Milden Rd.	Avon Park	33825	$11,900.00	
Purchase Assistance	Lillian Pena	4672 Cod Ave.	Sebring	33872	$10,849.50	
Purchase Assistance	Crystal Acevedo	3708 Higson Ave.	Sebring	33875	$15,000.00	
Rental Assistance	Priscilla Perez	1920 Wightman Ave.	Sebring	33870	$1,244.10	
Rental Assistance	James Davis	504 W. Lacey St.	Avon Park	33825	$3,800.00	
Rental Assistance	Johanna Rodriguez	1711 Wolfe Dr	Sebring	33870	$2,044.10	
Rental Assistance	Karen Melzark	918 S. Verona Ave.	Avon Park	33825	$1,500.00	
Rental Assistance	Kayla Bolton	4071 Thunderbird Rd #34	Sebring	33870	$908.00	
Rental Assistance	Scot Seymour	4521 Leucadendra Dr.	Sebring	33870	$3,905.00	
Rental Assistance	Nayely Rocha	400 N. Tarsus Rd.	Avon Park	33825	$2,492.11	
Rental Assistance	Charline Nance	1316 S. Fogle Ave. #A	Avon Park	33825	$1,900.00	
Rental Assistance	Saunty Bostick	8761 Watersound Circle	Sebring	33870	$960.00	
Rental Assistance	Randall Gilman	1004 Hammocks Rd.	Sebring	33870	$590.00	
Rental Assistance	Brooke Hillier	4717 Third St.	Sebring	33870	$2,350.00	
Rental Assistance	Jomar Cruz	4717 Mundell Ave.	Sebring	33870	$1,900.00	
Rental Assistance	Monique Moore	105 N Main Ave.	Lake Placid	33852	$1,790.00	
Rental Assistance	Connie Boone	1162 W Anoka Lane	Avon Park	33825	$1,600.00	
Rental Assistance	Karen Tillman	216 E Main St	Avon Park	33825	$4,200.00	

Rental Assistance	Maria Davila	2308 Wightman Ave	Sebring	33870	$2,248.00	
Rental Assistance	Charlotte Hart	916 S. Verona Rd	Avon Park	33825	$1,900.00	
Rental Assistance	Stephanie Wilson	20 E. Winthrop St	Avon Park	33825	$1,100.00	
Rental Assistance	Jessica Toucet	304 Garrett Rd	Avon Park	33825	$2,100.00	
Rental Assistance	George Burns	916 S. Verona Ave	Avon Park	33825	$2,250.00	
Rental Assistance	Nayely Rodriguez	2321 Wightman Ave #203	Sebring	33870	$3,913.10	
Rental Assistance	Toniann Dallas	1004 Hal-McRae Loop #1004	Avon Park	33825	$1,658.00	
Rental Assistance	Gabriela Mendoza	2326 Wightman Ave. #301	Sebring	33870	$2,391.41	
Rental Assistance	Damesa Reed	1204 Citrus Terrace Dr.	Sebring	33870	$632.70	
Rental Assistance	Wayne William	205 Rose Ave.	Sebring	33870	$1,494.10	
Rental Assistance	Valerie Rafael	2333 Wightman Ave.	Sebring	33870	$2,941.00	
Rental Assistance	Teresa Faulk	729 Poinsettia Ave	Sebring	33870	$950.00	
Rental Assistance	Sonia Rivera	306 Garrett Rd.	Avon Park	33825	$1,900.00	
Rental Assistance	Alexander Folkes	716 S. Main Ave.	Lake Placid	33852	$2,475.00	
Rental Assistance	Ivelisse Vazquez	8790 Watersound Circle #1	Sebring	33870	$1,499.10	
Rental Assistance	Niekelisha Legree	1009 W. Pleasant St. #7	Avon Park	33825	$2,230.00	
Rental Assistance	Dwight Grayson	603 Max Ave.	Sebring	33875	$2,920.00	
Rental Assistance	Melinda Woods	110 Shannon Way	Sebring	33870	$1,477.74	
Rental Assistance	Ashley Calderon	8818 Watersound Circle #1	Sebring	33870	$2,339.00	
Rental Assistance	Jessenia Archibold	585 Vanguard Ave. NW	Lake Placid	33852	$2,025.00	
Rental Assistance	Shayla Reed	1210 Citrus Terrace Dr.	Sebring	33870	$1,481.00	
Rental Assistance	Victorino Martinez	618 N. Pine St. Apt 2	Sebring	33870	$2,591.08	
Rental Assistance	Alysnet Suarez	367 Maclyn Circle #1	Lake Placid	33852	$1,618.74	
Rental Assistance	Deborah Torres	222 Rose Ave. #B	Sebring	33870	$3,350.00	
Rental Assistance	Paul Bosse	510 Woodlawn	Sebring	33870	$1,700.00	
Rental Assistance	Karen Morales	1620 Wightman Ave	Sebring	33870	$1,844.10	
Rental Assistance	Laura Reed	3117 W Findley Ave	Avon Park	33825	$2,520.00	
Rental Assistance	Krystal Weaver	2029 Steiner Ave.	Sebring	33870	$4,489.41	
Rental Assistance	Princess Agosto	2344 Wightman Ave #904	Sebring	33870	$2,742.00	
Rental Assistance	Amanda Wilson	122 Marrero Ave	Sebring	33876	$3,131.65	

Rental Assistance	Jennifer Kuss	842 Bay St. #2	Sebring	33870	$2,348.45	
Rental Assistance	Lashondra Martinez	119 Shannon Way	Sebring	33870	$1,112.00	
Rental Assistance	Claylago Nelson	210 W. Lake Isis Ave.	Avon Park	33825	$2,574.00	
Rental Assistance	Adrian Sanchez	2929 Villa Rd. Apt 29	Sebring	33870	$2,693.10	
Rental Assistance	Jessica Diamond	1832 Kent Dr.	Sebring	33870	$3,850.00	
Rental Assistance	Erika Hankerson	708 Fairview Terrace	Avon Park	33825	$2,432.72	
Rental Assistance	Felicia Matthews	2114 Lakeview Dr. #2	Sebring	33870	$1,550.00	
Rental Assistance	Jeffrey Jennewein	4602 Cadagua Dr	Sebring	33870	$3,250.00	
Rental Assistance	Sherrie Sheilds	929 Evanston St	Sebring	33870	$3,059.05	
Rental Assistance	Rosemary Savage	1429 Queen Palm Ave. #4	Sebring	33870	$628.10	
Rental Assistance	Casyandra Cole	1621 Oake Ave.	Lake Placid	33852	$2,700.00	
Rental Assistance	Heidi Benavidez	309 Poinsetta St	Lake Placid	33852	$1,400.00	
Rental Assistance	Franquere Robinson	100 Park Crest Terr	Sebring	33870	$1,039.00	
Rental Assistance	Diana Chamizo	402 Machlyn Circle #3	Lake Placid	33852	$2,729.98	
Rental Assistance	Christine Lowrey	109 Cody Way	Sebring	33870	$1,594.00	
Rental Assistance	Jessica Grimes	5922 Arbuckle Creek Rd	Sebring	33870	$5,000.00	
Rental Assistance	Devante Mays	8761 Watersound Circle	Sebring	33870	$2,242.00	
Rental Assistance	Latasha Green	227 Rachard Blvd.	Lake Placid	33852	$905.00	
Rental Assistance	Anthony Richardson	1511 Bassage Rd	Sebring	33875	$1,000.00	
Rental Assistance	Asia Walker	3565 Green Acre Way	Sebring	33870	$3,200.00	
Rental Assistance	April Hale	309 Lake Frances Rd	Lake Placid	33852	$3,700.00	
Rental Assistance	Shawn Jenkins	4718 Leucadendra Dr	Sebring	33870	$2,415.00	
Rental Assistance	Gregory Harrison	1237 Citrus Terrace Dr.	Sebring	33870	$965.10	
Rental Assistance	Tarrin Gray	1015 W. Bell St #24	Avon Park	33825	$1,815.00	
Rental Assistance	Matthew Hamilton	332 N Park Lane	Lorida	33857	$2,300.00	
Rental Assistance	Denese Moffett	1229 Citrus Terrace Dr	Sebring	33870	$631.00	
Rental Assistance	Nicole Evans	6224 Sherman Terr.	Sebring	33876	$4,205.00	

Rental Assistance	Gwendolyn Wyche	804 N Anoka Ave	Avon Park	33825	$3,035.00	
Rental Assistance	Flor Gonzalez	2332 Wightman Ave. E501	Sebring	33870	$2,215.10	
Rental Assistance	Maryann Parrott	609 Overlook Terrace	Avon Park	33825	$2,487.00	
Rental Assistance	Keila Ortiz	8764 Watersound Circle	Sebring	33870	$1,403.00	
Rental Assistance	Amanda Fernandez	217 Harmony Lane	Lake Placid	33852	$3,210.00	
Rental Assistance	Chantel Bryant	1569 N Deleware Ave	Avon Park	33825	$1,430.00	
Rental Assistance	Jason Davis	7540 Twitty Rd.	Sebring	33876	$2,049.10	
Rental Assistance	Mia Brewton	Hotel/Church	Avon Park	33825	$1,200.00	
Home Repair	Luis Medina	1816 Orange Blossom	Sebring	33870	$15,300.00	
Home Repair	Angie King	223 Sparrow Ave.	Sebring	33870	$24,490.00	
Home Repair	Alicia Huertas	1837 Sparta Circle	Sebring	33870	$13,601.66	
Home Repair	Herman Fellin	538 Broad St.	Sebring	33870	$11,027.00	
Home Repair	William McKinney	3804 Golfview Rd.	Sebring	33875	$28,418.00	
Home Repair	Amanda Webb	1387 Memorial Dr	Avon Park	33825	$10,560.00	
Home Repair	Edna Badman	1703 Roberta Ave.	Sebring	33870	$12,325.00	
Home Repair	Cassandra Day	2226 N Holly Ave	Avon Park	33825	$10,200.00	
Home Repair	Rachel Hicks	2179 W. Bermuda Rd.	Avon Park	33825	$16,481.25	
Home Repair	Stephen Gray	218 Williams Gray CT	Avon Park	33826	$50,000.00	
Home Repair	Nancy Rivera	2037 W Marlin Rd	Avon Park	33825	$5,500.00	
Home Repair	Lauren Bryson	4202 Thompson Ave	Sebring	33875	$5,000.00	
Home Repair	Fidencio Castillo	4512 Garden Ave.	Sebring	33875	$10,500.00	
Home Repair	Patricia Banning	107 Springdale Rd	Sebring	33870	$27,552.00	
Home Repair	Kyle LeFiles	8817 Cortez Rd	Sebring	33870	$16,250.00	
Rental Assistance	Melissa Lenton	601 S. Fairview Terrace	Avon Park	33825	$3,200.00	
Rental Assistance	Carrie Leaphart	2021 Colmar Ave	Sebring	33870	$430.00	
Rental Assistance	Ranada Kendrix	227 S. Orange St	Sebring	33870	$1,950.00	
Rental Assistance	Genise Williams	2327 Wightman Ave #400	Sebring	33870	$758.00	
Rental Assistance	Scott Mclain	415 Spruce Ave.	Lake Placid	33852	$2,543.71	
Foreclosure	Robbie Jackson	1119 Lemon Ave	Sebring	33870	$2,701.14	

Foreclosure	Cwan Dewberry	566 Rose Ave	Sebring	33870	$3,256.39	
Foreclosure	Tayaka Robinson	415 Nichelle Blvd.	Lake Placid	33852	$4,391.00	
Foreclosure	Tira Crumity	1030 Grand Ave	Sebring	33870	$3,067.73	
Foreclosure	Ahley Ingram	3013 Miller Ave	Lake Placid	33852	$7,265.28	
Purchase Assistance	Dale Truitt	4705 Golfview Rd	Sebring	33875	$20,000.00	
Home Repair	Alma Burkhart	1825 Gardenia Rd	Sebring	33875	$12,525.00	
Home Repair	Michael Buchart	4616 Lafayette Ave	Sebring	33875	$24,305.00	
Home Repair	Dara Massaline	10410 Sage Dr.	Sebring	33875	$5,500.00	
Multifamily	Nykeria Murray	502 Hammock Loop	Sebring	33870	$23,180.00	
Purchase Assistance	Patsy Butcher	30 Mystic Rd	Avon Park	33825	$20,000.00	
Multifamily	Carrissa Cutler	501 Hammock Loop	Sebring	33870	$23,180.00	
Multifamily	Lakeyla Armstrong	302 Hammock Loop	Sebring	33870	$23,180.00	
Multifamily	Stephanie Roahrig	1001 Hammock Loop	Sebring	33870	$23,180.00	
Multifamily	Donna Liebau	301 Hammock Loop	Sebring	33870	$23,180.00	
Purchase Assistance	Yolanda Howard	2653 Dolphin Drive	Sebring	33870	$20,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Highlands County	Local Government	All	Implement all housing programs	$92,689.39

Program Income

Program Income Funds	
Loan Repayment:	$361,277.37
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$19,170.57
Total:	**$380,447.94**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	178
Approved	130
Denied	48

Form SHIP AR/2009
67-38.008 (5), F.A.C.
Effective Date: 5/23/2017

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By
Willie Downs Apartments	Highlands County Housing Authority	2300 Hope Circle	Sebring	FL	$115,900.00	6	

Single Family Area Purchase Price

The average area purchase price of single family units: 163,033.33

Or

Not Applicable

Form 5

Form SHIP AR/2009
67-38.008 (5), F.A.C.
Effective Date: 5/23/2017

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
1	Purchase Assistance	$78,900.00	5		
3	Home Repair	$139,440.00	8		
21	Multifamily	$23,180.00	1		
26	Rental Assistance	$65,284.82	32		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(1) Purchase Assistance	Receiving Supplemental Security Income	$58,900.00	4		
(1) Purchase Assistance	Receiving Veterans Disability Benefits	$20,000.00	1		
(26) Rental Assistance	Receiving Supplemental Security Income	$48,625.55	25		
(26) Rental Assistance	Receiving Social Security Disability Insurance	$8,581.17	3		
(26) Rental Assistance	Receiving Veterans Disability Benefits	$8,078.10	4		
(3) Home Repair	Receiving Supplemental Security Income	$139,440.00	8		
(21) Multifamily	Receiving Social Security Disability Insurance	$23,180.00	1		

Provide a description of efforts to reduce homelessness:

As of December 20, 2021, Housing added the Rapid Rehousing Rental Strategy assisting with security and utility deposit, 1st month's rent, and assistance with utility and rent in arrears. This strategy has been a success. The housing staff continues to work with other agencies, such as the Homeless Coalition, Habitat of Highlands County, United Way, Salvation Army, Volunteers of America, Hands for Homeless and local faith organizations. Just recently the Board County Commissioners and other stakeholders had a meeting regarding Unhoused population workshop.

Interim Year Data

Form SHIP AR/2009
67-38.008 (5), F.A.C.
Effective Date: 5/23/2017

Interim Year Data

Interim Year 1		
State Annual Distribution	$987,773.00	
Program Income	$380,084.89	
Program Funds Expended	$895,952.74	
Program Funds Encumbered		
Total Administration Funds Expended	$104,202.65	
Total Administration Funds Encumbered	$0.00	
Homeownership Counseling	$0.00	
Disaster Funds		
65% Homeownership Requirement	$491,840.90	49.79%
75% Construction / Rehabilitation	$567,840.90	57.49%
30% Very & Extremely Low Income Requirement	$207,114.66	15.14%
30% Low Income Requirement	$373,701.76	27.32%
20% Special Needs Requirement	$324,425.76	32.84%
Carry Forward to Next Year		

LG Submitted Comments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request to waive rental fees for the Venus Community Foundation for the use of the Venus Clubhouse.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to waive rental fees for the Venus Community Foundation for the use of the Venus Clubhouse.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues of $100.00 to Fund 005 (General Fund), revenue account 3475300 (Agri-Civic Center).

Attachments: Statement of Issue.Venus.pdf
Attachments: Venus Comm. Found. Fee Waiver.pdf
Attachments: Venus Waiver History.pdf

Fee Waiver for Venus Community Foundation

State of Issue:

The Venus Community Foundation has requested to have the rental fee waived for the use of the Venus Clubhouse on March 19, 2025 to have scholarship interviews.

This is a non-profit foundation that was started over two years ago. We have a deposit on file for their rentals during the year and has provided insurance.

The rental fee would be $100.00. The group will comply with the building use rules.

Venus Community Foundation

Highland County Board of County Commissioners
Attn: Parks and Facilities Management
636 S. Fernleaf Ave.
Sebring, FL. 33870

To Whom It May Concern,

We are a non-profit foundation that started about 2 ½ years ago. Our foundation raises money to provide college scholarships to graduating high school seniors in Highlands County who have currently been involved in and/or plan to pursue a degree in an agricultural field. Last year we were able to give out a total of 5 scholarships in Highlands County totaling $10,000.

All of our fundraising events all held at the Venus Clubhouse that our foundation rents out 4 to 6 times throughout the year. We are going to be having our scholarship interviews coming up on March 19 at the Venus Clubhouse. We are asking for the rental fee to be waived for this event if possible as this is not a fundraising event for our foundation, and we will not be making any money during this rental. This will strictly be used for our Interview selection board consisting of 3 to 5 people to interview each scholarship applicant throughout the day. We greatly appreciate your consideration in the matter and look forward to hearing from you.

Thank You,

Adam Sherley
President / Director

~~~
~~~

Venus Community Foundation

~~~
~~~

HIGHLANDS COUNTY FACILITIES - FEES WAIVED

ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 02/03/2025	2020-21	2021-22	2022-23	2023-24	2024-25
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	*16*	*$ 3,200.00*	*Cancelled*	$200.00	$200.00	$200.00	$200.00
Nu-Hope Elder Care Services, Inc.	AgCenter, Auditorium	27	$ 14,021.00	*Cancelled*	$500.00	$500.00		$500.00
Redbeach Community Homeowners Association	Desoto City Comm. Ctr.	*8*	*$ 5,825.00*	*Cancelled*	$400.00	$400.00	$400.00	$400.00
Kiwanis Aktion Club of Highlands County *(formally Ridge Area ARC & Special Stars)*	Ag Center - Auditorium	6	$ 4,215.00	*Cancelled*	$380.00	$250.00		
Kiwanis Aktion Club of Highlands County *(formally Ridge Area ARC & Special Stars)*	*Sports Complex*	*16*	*$ 15,550.00*	*Cancelled*	*$325.00*	*$1,025.00*	$600.00	$400.00
Sebring High School Boys and Girls Soccer Program	Sports Complex	*4*	*$12,170.00*	$645.00	$4,150.00	$4,975.00	$2,400.00	$3,720.00
Hill Gustat Middle School Soccer Program	Sports Complex	*1*	*$330.00*					$330.00
Sebring Middle School Soccer Program	Sports Complex	*1*	*$1,480.00*					$1,480.00
Sebring Middle School Junior Varsity Football	Sports Complex	*1*	*$250.00*				$250.00	
Venus Community Foundation	**Venus Cluhouse**	***0***	***$0.00***					**$100.00**

3/6/2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Eric Longshore, Building Official**

SUBJECT/TITLE: **Request approval Budget Amendment 24-25-045 to reallocate funds from 55200 (Operating Supplies) to 55230 (Attractive Property) for purchase of iPads.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-045 to reallocate funds from 55200 (Operating Supplies) to 55230 (Attractive Property) for purchase of iPads.

FISCAL IMPACT

There is no fiscal impact to Fund 180 (Building) as funds of $8,000 were budgeted in FY24-25 Adopted Budget.

Attachments: Budget Amendment statement of issue ipads.docx
Attachments: 24-25-045 Building Division_Purchase IPad's (BA).pdf

STATEMENT OF ISSUE

Reallocation of funds from Account 55200 Operating Supplies to 55230 Attractive Property.

The Building Division is replacing outdated laptops with iPads for field inspections conducted onsite. The iPads will be used to document the results of inspection and utilized for taking pictures and any evaluations correspondence.

REVIEWED
O.M.B DEPARTMENT
March 7, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/6/2025** SUBMITTED BY: **Helen Lopez**

FUND(S): **180** FUND TITLE(S): **Building** COST CENTER(S) #: **3440A**

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

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**180**	**3440A**	**55200**	**Operating Supplies**		**35,997.00**		**8,000.00**	**27,997.00**
E	**180**	**3440A**	**55230**	**Attractive Property**		**4,800.00**	**8,000.00**		**12,800.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Funds approved for remodel are postponed therefore we would like to purchase the ipads for all inspection personnel. instead of laptops. iPads have built in wifi and easier for inspection personnel to use in the field.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-045**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Eric Longshore, Building Official**

SUBJECT/TITLE: **Request to reappoint Scott Webster as Regular Voting Member to the Construction Licensing Enforcement and Appeals Board for a four-year term expiring March 30, 2029.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to reappointment Scott Webster as Regular Voting Member to the Construction Licensing Enforcement and Appeals Board for a four-year term expiring March 30, 2029.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue.pdf
Attachments: Scott Webster 2025.pdf
Attachments: License Board Members 2025.xlsx

Current member's term is expiring March 30, 2025, and he is willing to continue to serve in the position as regular voting member contractor. Positions need to be appointed as required in FAC 61G4.20.001 and Section 12.03.601 Code or Ordinances which reads in pertinent part: “The members of the CLEAB shall consist of seven members and two alternates, appointed by the BCC for a period not to exceed four years and may be reappointed for successive terms. The terms of office of the CLEAB members shall be staggered so not more than one-third of the CLEAB is appointed in any 12-month period. …”. The membership of the Board shall consist of:(1) Four contractors, one of whom must be a general contractor. (2) Two members at large from the public. (3) One member from the building industry. (4) Two alternate members; one member from the building industry and one member at large from the public. Applications have been received from Scott Webster general voting member, contractor.

Name = Scott Webster
Address = 213 Wren Ave
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 863-381-2162
Email = webster.scott9@gmail.com
Request = Construction Licensing, Enforcement and Appeals Board
Membership Type = Regular Member
Current Employment Experience: = I am currently the President of Monarch Plumbing Inc. We have been in business in Highlands County since 1981. We are a primarily commercial / industrial Plumbing Contractor based here in Sebring Florida. With projects past and present within the county and we service a 100 mile radius throughout Central and Southwest Florida. I have been with Monarch Plumbing since 1992. I started my career as a helper/laborer, and have held every position since, to my current role as President.
Previous Employment Experience: = In the past I have also worked as a associate for a hardware store and a carpenter assistant for a General Contractor on commercial and residential projects here in Highlands County.
High School = Sebring High School
College = College
Special Training: = Plumbing License CFC1426308, Building Contractor License CBC1253153
Activities & Interest: = In my off time I enjoy fishing and traveling.
Current positions on boards, committees, elected offices, law enforcement positions: = Current member of the Highlands County Construction Licensing, Enforcement and Appeals Board.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 51
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.27.175.249

CONSTRUCTION LICENSING BOARD

Charge It is a requirement per FAC 61G4-20.001 and FS 489.117(2) and 489.131(7) **Ordinances)** License county (as per Section 4.7-51 of Highlands County Code of qualified contractors and specialty contractors; enforce related to the all state and local laws as construction industry; hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes; hear grievances and complaints; impose disciplinary action upon locally licensed contractors through powers as set forth by the County Commission. Consists of 7 members - appointed for 4 years - composed of 4 contractors, 1 of whom must be a general contractor, 2 members at large from the public, and 1 member at large from the building industry. Alternates shall be one member at large from the building industry and one member at large from the public.

Member	Organization	Address	City	Zip Code	Phone #	Fax #	Term	Start Date	Exp. Date		
Thomas James	Regular	4120 Commercial Dr.	Sebring	33870	381-3880		4	4/2/2024	3/31/2028	General	tomejames@usa.net
Kamla Long	Regular	2486 S. Lake Letta Dr	Avon Park	33825	941-321-9222		4	5/2/2023	5/5/2027	Public	kamalalong@yahoo.com
John Palmer	Regular	5 S. Prospect Ave.	Avon Park	33825	452-2848		4	5/5/2023	5/5/2027	Contractor	john@johnpalmerelectric.com
Scott Webster	**Regular**	**213 Wren Ave.**	**Sebring**	**33870**	**381-2162**		**4**	**3/30/2021**	**3/30/2025**	Contractor	webster.scott9@gmail.com
J. Conley Jahna	Regular	900 CR 17A West	Avon Park	33825	443-0115		4	4/2/2024	3/31/2028	Building Industry	conley.jahna@gmail.com
Vacant	Regular	883 S Eucalyptus St	Sebring	33870	954-254-3023		4	10/18/2022	10/31/2026	Contractor	(filled remaining of Armando)
Salvador Castor	Regular	871 Letitia Dr	Sebring	33875	407-970-1966		4	10/18/2022	10/30/2026	Public	salvadormcastro@icloud.com
Gerald R. Wessels	Alternate - Public	257 Thurman Ave.	Lake Placid	33852	561-229-2981		4	12/3/2024	12/3/2028	Public	wesselsgerald@gmail.com
George Abboud	Alternate - Building Industry	1783 Lake Lotela Dr.	Avon Park	33825	305-563-1218		4	1/3/20/23	12/30/2027	Alt Building	georgefabbound@gmail.com

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director**

SUBJECT/TITLE: **Request approval of Amendment 3 to Agreement between Highlands County and Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Amendment 3 to the Agreement between Highlands County and Comanco Environmental Corporation for construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue Agenda Item # 1039-2024.pdf
Attachments: Amendment 3 COMANCO, Executed, 03.12.25.pdf

Agenda Item # 1039-2024

Attached for your review and approval is Amendment 3 to the Agreement between Highlands County and Comanco Environmental Corporation ("Contactor") related to the construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion Project ("Project") in the total additive amount of $266,985.00 to the project.

The Amendment 3 to the Agreement involves unforeseen work related to adjustment of the access road to Cell No. 3 in the amount of $75,100.00. (Cell 3 Access Road Adjustment) During construction of the project it was determined that the access road to Cell 3 interferes with the construction of the northeast corner of the new Cell % liner at the connection point to the existing Cell 3 liner. The access road adjustment is required to properly complete the Project and to ensure the immediate and proper function of the landfill facilities.

Amendment 3 also involves pocket seepage work in the amount of $191,885.00 (Pocket Seepage Work) when additional pockets of seepage on the western side of Cell 1B started to form during work on stormwater/seepage management at the west side of Cell 1B and Cell 3 that was described in Amendment 2, which are concerning to the overall proper operation of the facilities. The Seepage Pocket Work is required to ensure the proper function of the landfill facilities.

Due to the intricacies required to complete the adjustments to the access road and corrections to the seepage pockets, the Contractor is best suited to complete the work as part of construction of the Project.

The Board Attorney has reviewed and approved Amendment 3.

AMENDMENT 3 TO AGREEMENT

THIS AMENDMENT 3 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("County"), and COMANCO Environmental Corporation ("Contractor"), and shall modify the terms and conditions of that Agreement between the parties approved by the County on June 18, 2024, Amendment 1 thereto approved on September 17, 2024, and Amendment 2 thereto approved on November 19, 2024 (collectively referred to as "Agreement").

WITNESSETH:

WHEREAS, pursuant to the Agreement, Contractor is responsible for construction services related to the Highlands County Solid Waste Management Center Class I, Cell 5 Landfill Expansion ("Project"); and

WHEREAS, during construction of the Project, it was determined that the access road interferes with the construction of the northeast corner of the new Cell 5 liner at the connection point to the existing Cell 3 liner ("Access Road Adjustment"); and

WHEREAS, the Access Road Adjustment is required to properly complete the Project and to ensure the immediate and proper function of the landfill facilities; and

WHEREAS, during work on stormwater/seepage management at the west side of Cell 1B and Cell 3 described in Amendment 2, additional pockets of seepage on the western side of Cell 1B started to form which are concerning to the overall proper operation of the facilities ("Pocket Seepage Work"); and

WHEREAS, the Pocket Seepage Work is required to ensure the proper function of the landfill facilities; and

WHEREAS, due to the intricacies required to complete the adjustments to the access road and the corrections to the seepage pockets, the Contractor is best situated to complete the work as part of its construction of the Project; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement to include the Access Road Adjustment and Pocket Seepage Work as part of the Project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and Contractor agree as follows:

1. Article 1, Section 1.03 13, Project, and Article 4.00, Contract Sum, are hereby amended to include the Access Road Adjustment and Pocket Seepage Work as follows:

Cell 3 Access Road Adjustment					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
1	Storm Water Management (24" RCP)	1	LS	$ 21,150.00	$ 21,150.00
2	Seeding and Sodding	1	LS	$ 25,000.00	$ 25,000.00
3	Jersey Barrier Supply & Install	1	LS	$ 21,000.00	$ 21,000.00
4	6" HDPE Pipe Supply & Install	1	LS	$ 5,950.00	$ 7,987.50
5	Cast-in-Place Concrete MES	1	LS	$ 2,000.00	$ 2,000.00
Not to Exceed Total					**$ 75,100.00**

COMANCO shall provide in-house GPS as-builts as part of its final QA/QC submittal package as well as third-party surveys completed by others.

Pocket Seepage Work					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
1A	Haul Waste from Work Area to Landfill	7	DAY	$ 9,220.00	$ 64,540.00
2A	Earthwork – Clay Material & Embankment	13	DAY	$ 9,550.00	$124,150.00
3A	Imported Clay Material	180	CY	$ 17.75	$ 3,195.00
Day Rate Total					**$ 191,885.00**
Not to Exceed Total					**$ 191,885.00**
Total Not to Exceed Change Order Total					**$266,985.00**

All work will be billed based upon actual days worked or quantities provided.

2. The Agreement is hereby amended to add the following additional statutorily required terms and conditions:

Foreign Country of Concern.

(a) Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the Contractor certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the Contractor; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

(b) The Contractor understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the

ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Contractor list.

Forced Labor or Human Trafficking.

(a) *Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the Contractor certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.*

(b) *The Contractor understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Contractor list.*

3. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 3 and the Agreement between the parties, this Amendment 3 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

COMANCO ENVIRONMENTAL CORPORATION

_____

Print: Daniel McRae

Title: Vice President of Construction

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Daniel McRae, as Vice President, of COMANCO Environmental 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, and who did/did not take an oath this 12 day of March, 2025.

(stamp)

_____
NOTARY PUBLIC, State of Florida

AMANDA LONG HOSMER
Notary Public - State of Florida
Commission # HH 215750
My Comm. Expires Jan 12, 2026
Bonded through National Notary Assn.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Mar 18, 2025**

PRESENTER: **David Nitz, OMB Manager Tanya Cannady, Business Svcs Director**

SUBJECT/TITLE: **Request approval of Resolution 24-25-071 for Budget Amendment 24-25-047 to set up funding for Project 24001 Hurricane Milton.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Resolution 24-25-071 for Budget Amendment 24-25-047 to set up funding for Project 24001 Hurricane Milton.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) of $2,900,000 and is being appropriated in Project 24001 (Hurricane Milton), cost center 3996 (Emergency/Disaster Relief), and to various accounts as needed.

Attachments: Statement of Issue - Hurricane Milton Agenda Item.pdf
Attachments: 24-25-047 Proj 24001 Hurricane Milton.pdf
Attachments: 24-25-047R Proj 24001 Hurricane Milton (Resolution).pdf

Reg.-1042-2024

Statement of Issue

This budget amendment is necessary to set up funding for Hurricane Milton. On October 9, 2024, Highlands County was impacted by Hurricane Milton which caused mostly vegetative damage along with some structural damage. The county activated the agreement with Phillips & Jordan, Inc. and Tetra Tech, Inc. for debris removal which was completed within the FEMA established window for 100% reimbursement. In addition, there are other costs associated with this storm that the county has fronted and has submitted for reimbursement from FEMA or have filed insurance claims for county structures and signage.

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/6/2025** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3996**

PROJECT(S) #: **24001** PROJECT TITLE(S): **Hurricane Milton** COST CENTER TITLE(S): **Emergency/Disater Relief**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3315500Z	Disaster Relief FEMA - Proj	24001	0.00	2,900,000.00		2,900,000.00
E	005	3996	53400Z	Project Contractual Services	24001	0.00	2,750,000.00		2,750,000.00
E	005	3996	54600Z	Project Repair & Maintenance	24001	0.00	100,000.00		100,000.00
E	005	3996	54609Z	Project Hwy Lighting Maintenance	24001	0.00	12,500.00		12,500.00
E	005	3996	54900Z	Proj Other Chgs & Obligations	24001	0.00	5,000.00		5,000.00
E	005	3996	55200Z	Project Operating Supplies	24001	0.00	10,000.00		10,000.00
E	005	3996	55209Z	Project Signs	24001	0.00	15,000.00		15,000.00
E	005	3996	55211Z	Project Gas & Oil	24001	0.00	7,500.00		7,500.00

REASON: **To set up funding for Project 24001 Hurricane Milton which will reimbursed by FEMA.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-047**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

RESOLUTION NO. 24-25-071

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-047 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-047 is hereby approved and authorized to appropriate FEMA reimbursement funding for Project #24001 for Hurricane Milton expenditures incurred in FY24/25. The fiscal impact is an increase in the amount of $2,900,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of March, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

PRESENTER: **Valerie Fleeger, Senior Budget Analyst David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-070 for Budget Amendment 24-25-046 to roll SHIP projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-070 for Budget Amendment 24-25-046 to roll SHIP projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.

FISCAL IMPACT

The fiscal impact for FY 24/25 is an increase to Fund 166 SHIP in the amounts of $860,000.46 (Project 21366 SHIP PH 30), $830,473.82 (Project 22366 SHIP PH 31), and $1,011,834.07 (Project 23366 SHIP PH 32) for a total increase of $2,702,308.35.

Attachments: Statement of Issue - SHIP Agenda Item.pdf
Attachments: 24-25-046 SHIP Project 21366, 22366, 23366 Rollover (BA).pdf
Attachments: 24-25-046R SHIP Project 21366, 22366, 23366 Rollover (Resolution).pdf

Reg.-1045-2024

Statement of Issue

This budget amendment is necessary to bring fund balance forward of SHIP funds for Project 21366 to increase and realign funds for various accounts. In addition, this budget amendment will bring fund balance forward of SHIP funds as well as appropriate Lower Income Housing funds for Project 22366 to increase and realign funds for various strategies as needed for current program needs.

Finally, this budget amendment will bring fund balance forward of SHIP funds as well as appropriate Interest Earnings/Investments, Prior Year Refunds, and Principal Repayments of SHIP loans for Project 23366 to increase and realign funds for various strategies as needed for current program needs.

REVIEWED
O.M.B DEPARTMENT
March 7, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/5/2025** SUBMITTED BY: **OMB**

FUND(S): **166** FUND TITLE(S): **State Housing Initiatives Partnership** COST CENTER(S) #: **5366 / 5367**

PROJECT(S) #: **See List** PROJECT TITLE(S): **See List** COST CENTER TITLE(S): **SHIP Adminstrative / SHIP Program**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	166		3999100Z	Project Fd Bal Forward	21366	60,425.39	860,000.46		920,425.85
E	166	5366	54400Z	Rental & Leases - Project	21366	28.66		28.66	0.00
E	166	5366	55200Z	Project Operating Supp	21366	396.73		203.79	192.94
E	166	5366	55211Z	Project Gas & Oil	21366	0.00	22.93		22.93
E	166	5367	54942Z	Emergency Housing Asst	21366	5,000.00		5,000.00	0.00
E	166	5367	54909Z	Project Down Pmt Asst	21366	0.00	136,293.13		136,293.13

REASON: **To realign and balance SHIP Projects 21366, 22366, and 23366.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-046**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-046

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	166	5367	54910Z	Proj Rehabilitation	21366	40,000.00	114,793.30		154,793.30
E	166	5367	54911Z	Special Needs Rental Dev	21366	10,000.00	66,000.00		76,000.00
E	166	5367	54935Z	Proj Emer Home Repairs	21366	5,000.00	94,978.02		99,978.02
E	166	5367	54937Z	Proj Foreclose Intervent	21366	0.00	16,423.73		16,423.73
E	166	5367	54948Z	Proj Disaster Assistance	21366	0.00	436,721.80		436,721.80
									-
R	166		3345700Z	Project Lower Inc Housing	22366	0.00	26,229.00		26,229.00
R	166		3999100Z	Project Fd Bal Forward	22366	586,053.00	804,244.82		1,390,297.82
E	166	5367	54909Z	Project Down Pmt Asst	22366	100,000.00	312,148.18		412,148.18
E	166	5367	54910Z	Proj Rehabilitation	22366	0.00	330,698.76		330,698.76
E	166	5367	54911Z	Special Needs Rental Dev	22366	70,000.00	270,038.30		340,038.30
E	166	5367	54935Z	Proj Emer Home Repairs	22366	5,000.00	101,593.35		106,593.35
E	166	5367	54937Z	Proj Foreclose Intervent	22366	0.00	39,886.95		39,886.95
E	166	5367	54942Z	Emergency Housing Asst	22366	100,000.00		57,673.34	42,326.66
E	166	5366	51200Z	Project Regular Salaries	22366	187,756.00		99,845.29	87,910.71
E	166	5366	52100Z	Project Fica Taxes	22366	14,612.00		8,092.38	6,519.62
E	166	5366	52200Z	Project Retirement Cont	22366	26,036.00		14,028.45	12,007.55

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-046

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	166	5366	52300Z	Project Life & Health Ins	22366	52,478.00		30,165.55	22,312.45
E	166	5366	52400Z	Project Workers' Comp	22366	325.00		182.92	142.08
E	166	5366	54000Z	Project Travel & Per Diem	22366	1,808.00		1,808.00	-
E	166	5366	54400Z	Rental & Leases - Project	22366	397.00		53.08	343.92
E	166	5366	54500Z	Insurance	22366	1,606.00		1,606.00	-
E	166	5366	54700Z	Project Printing & Bind	22366	45.00		45.00	-
E	166	5366	54900Z	Project Other Chg & Oblig	22366	500.00		500.00	-
E	166	5366	55100Z	Project Office Supplies	22366	1,720.00		1,509.64	210.36
E	166	5366	55200Z	Project Operating Supp	22366	10,523.00		7,442.07	3,080.93
E	166	5366	55211Z	Project Gas & Oil	22366	350.00		250.00	100.00
E	166	5366	55403Z	Project Educ & Training	22366	1,700.00		490.00	1,210.00
E	166	5366	55404Z	Project Dues & Membership	22366	200.00		200.00	-
									-
R	166		3999100Z	Project Fd Bal Forward	23366	0.00	888,963.05		888,963.05
R	166		3611000Z	Interest Earnings Proj	23366	0.00	14,051.64		14,051.64
R	166		3614000Z	Proj Inv Earnings Flgit	23366	0.00	13,067.08		13,067.08
R	166		3618000Z	Inv Earnings Fl Fit Proj	23366	0.00	19,592.01		19,592.01

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-046

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	166		3693000Z	Project Refund Prior Year	23366	0.00	64,229.21		64,229.21
R	166		3693001Z	Principal Repayment	23366	0.00	11,931.08		11,931.08
E	166	5366	51200Z	Project Regular Salaries	23366	0.00	52,810.00		52,810.00
E	166	5366	52100Z	Project Fica Taxes	23366	0.00	4,075.00		4,075.00
E	166	5366	52200Z	Project Retirement Cont	23366	0.00	7,505.00		7,505.00
E	166	5366	52300Z	Project Life & Health Ins	23366	0.00	12,000.00		12,000.00
E	166	5366	52400Z	Project Workers' Comp	23366	0.00	90.00		90.00
E	166	5366	54000Z	Project Travel & Per Diem	23366	0.00	1,808.00		1,808.00
E	166	5366	54400Z	Rental & Leases - Project	23366	0.00	200.00		200.00
E	166	5366	54500Z	Insurance	23366	0.00	1,606.00		1,606.00
E	166	5366	54700Z	Project Printing & Bind	23366	0.00	45.00		45.00
E	166	5366	54900Z	Project Other Chg & Oblig	23366	0.00	500.00		500.00
E	166	5366	55100Z	Project Office Supplies	23366	0.00	1,510.00		1,510.00
E	166	5366	55200Z	Project Operating Supp	23366	0.00	13,000.00		13,000.00
E	166	5366	55211Z	Project Gas & Oil	23366	0.00	250.00		250.00
E	166	5366	55403Z	Project Educ & Training	23366	0.00	490.00		490.00
E	166	5366	55404Z	Project Dues & Membership	23366	0.00	200.00		200.00

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-046

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	166	5367	54909Z	Project Down Pmt Asst	23366	0.00	347,370.98		347,370.98
E	166	5367	54910Z	Proj Rehabilitation	23366	0.00	293,374.09		293,374.09
E	166	5367	54911Z	Special Needs Rental Dev	23366	0.00	100,000.00		100,000.00
E	166	5367	54935Z	Proj Emer Home Repairs	23366	0.00	105,000.00		105,000.00
E	166	5367	54937Z	Proj Foreclose Intervent	23366	0.00	70,000.00		70,000.00
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 10/13/2023

RESOLUTION NO. 24-25-070

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-046 TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the State Housing Initiatives Partnership (SHIP) Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-046 is hereby approved and authorized to realign and make adjustments to the rollover SHIP project balances from FY 23/24 into the current FY 24/25 to properly budget the available funds in the SHIP projects in FY 24/25 to maintain the authorized balances which results in an increase to Project 21366 SHIP PH 30 in the amount of $860,000.46, an increase to Project 22366 SHIP PH 31 in the amount of $830,473.82, and an increase to Project 23366 SHIP PH 32 in the amount of $1,011,834.07, for a total increase of $2,702,308.35.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of March, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Mar 18, 2025**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-048 to appropriate Project 23025 Body-Worn Camera Funds into the Sheriff's cost center.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve BA 24-25-048 to appropriate Project 23025 Body-Worn Camera Funds into the Sheriff's cost center.

FISCAL IMPACT

There is No Fiscal Impact. Funds have been previously approved and budgeted in cost center 3327 (Law Enforcement Other), account 56001Z (Project Capital Outlay) and this budget amendment is transferring the $729,390.87 to cost center 3101 (Sheriff â€“ 005), account 56001Z, Project 23025 (Body-Worn Camera Funds 24-25), all in Fund 005 (General).

Attachments: Sheriff Body-Worn Cameras Statement of Issue.pdf
Attachments: 24-25-048 Project 23025 BW Camera Funds 24-25 (BA).pdf

Reg.-1060-2024 **STATEMENT OF ISSUE**

This budget amendment is necessary to appropriate Project 23025 Body-Worn Camera Funds 24-25, that was approved and set up by the Board, into the Sheriff's cost center 3101 to be drawn down on the Sheriff's monthly requisition in order to payoff the Axon Agreement.

REVIEWED
O.M.B DEPARTMENT
March 11, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/11/2025** SUBMITTED BY: **Angela Bollinger SO**

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

PROJECT(S) #: **23025** PROJECT TITLE(S): **Body-Worn Camera Funds 24-25** COST CENTER TITLE(S): **Law Enforcement Other / Sheriff - 005**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**3327**	**56001Z**	**Project Capital Outlay**		**1,229,390.72**		**729,390.87**	**499,999.85**
E	**005**	**3101**	**56001Z**	**Project Capital Outlay**	**23025**	**0.00**	**729,390.87**		**729,390.87**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate Project 23025 Body-Worn Camera Funds 24-25, that was approved and set up, into the Sheriff's cost center 3101 to be drawn down on the Sheriff's monthly requisition in order to payoff the Axon Agreement.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **24-25-048**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

____ RESERVE

____ BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **March 18, 2025**

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

SUBJECT/TITLE: **County Attorney Status Report as of March 12, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Long Range Update (03.12.25).SGS.pdf

LONG RANGE ATTORNEY LOG

***Bolded/underlined** language identifies updates*

Matter	Notes
Employee Manual revisions	The legal team is currently focusing on clarifying Disaster Pay, Holiday Pay, and the travel policy in the new Personnel Manual that will come before the Board for approval later this year.
Hospital sale issues	Last information received on this matter is that Hospital District would be hiring a consultant with experience working with Florida Agency for Healthcare Administration and there has not been any new information received as of the date of this report.
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads) **Resolutions:** Avon Park – Res. 2024-04 (initiating), adopted June 24, 2024 Highlands County – Res. 23-24-176, adopted August 20, 2024 Lake Placid – Res. 2024-28, adopted September 9, 2024 Sun N Lake – Res. 2024-05, adopted October 29, 2024 Spring Lake – Res. 2025-03, adopted December 11, 2024	Meetings have been scheduled for **March 17, 2025 and April 22, 2025**.

Revisions to organization of Advisory Board and Committees	The County Attorney's Office will continue to draft revisions for the remaining committees and will bring them before the Board in the next few meetings.
Update/Repeal of County policies which have been individually adopted and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.
Purchasing Policy revisions	The County Attorney's Office has started the task of removing procedures from our existing Policy and is working with Purchasing on revising the Purchasing Manual. Additionally, we are working with Purchasing on revising the platform and documentation for solicitations.
Camping/Sleeping on Public Property Panhandling	The parties will continue to work together to bring a proposed Ordinance to the Board for approval. **We have followed up with counsel for the Sheriff for an update regarding the status of Polk County's ordinance.**
Opioid Settlement Funds	The County Attorney's Office continues to work with Administration, Community Programs, and Business Services regarding the allocation and implementation of the next round of opioid settlement funds. In addition, we have continued to work with Central Florida Health Behavioral Network to discuss the CORE Initiative that is being proposed in Highlands County (an additional amount of money that can be utilized as part of the Opioid Settlement funds. **We have made contact directly with DCF to iron out the remaining issues with the proposed contract with Central Florida Behavioral Health Network to obtain regional funds directly from the state in order to complete the Implementation Plan previously approved by the Board. We have conducted internal meetings, as well as updated meetings with Central Florida Health Behavioral Network to discuss and clarify the requirements of the CORE initiative that is being proposed in Highlands County.**
Court Administration Interlocal Agreement	Recently it was determined that we have some employee overlap in Court Administration wherein the employees are considered as County Employees for payroll and other purposes; however, they are wholly managed by Court Administration. We are working on an Agreement with Court Administration in order to better manage the liability and practical day to day operations associated with these employees.
Fee Schedule	The County Attorney's Office is working with County staff to ensure that the County's Fee Schedule is being applied as permissible and consistently. The County Attorney's Office is currently working with County Administration to explore the possibility of reimplementing the local business tax in Highlands County (formerly known as the occupational license tax). The County Attorney's Office is currently working with Highlands County Fire Rescue to explore the possibility of reimplementing annual fire inspection fees for commercial buildings.
TDC Grant Application and Agreement	The County Attorney's Office is working with TDC staff to revise the current Grant Application and associated Agreement.
Facility Use Agreement	The County Attorney's Office is working with County staff to revise the current Facility Use Agreement.
Code of Ordinances	The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months.

Local Business Tax Act	**With the Board's approval of the Statement of Legislative Intent to research the business classification and rate structure of neighboring Counties, the County Attorney's office has begun its research and is in the process of addressing other related questions that have arose pursuant to the possible re-establishment of the Business Tax License in Highlands County.**
Legislative Session Updates	**The Florida legislature has started its 2025 session. The County Attorney's Office is monitoring several bills that will impact our County and/or our County Departments and the services we provide.**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 18, 2025

PRESENTER:

SUBJECT/TITLE: Board payables from March 18, 2025, through March 31, 2025

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of board payables

FISCAL IMPACT