

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Tuesday, June 3, 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 IDA/EDC will hold a general body meeting on Tuesday, June 4, 2025, at 7:30 a.m., at Classic Caladium, Inc., 1069 FL-25, 1315 W Mainstreet, Avon Park

Highlands County Code Enforcement Special Magistrate will hold a hearing on Tuesday, June 4, 2025, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, June 10, 2025, in the Board Room, 600 S. Commerce Ave., Sebring, FL

Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, June 10, 2025, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

5. **CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:**

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

7. **CONSENT AGENDA**

- 7.A *Request approval of Interlocal Agreement between County and City of Sebring for use of County's line painting machine on City property TDC-approved sports tourism events.*
Leah Sauls, Development Services Director Casey Hartt, Tourism Lead Marketing Consultant
There is no fiscal impact.
[Statement of Issue - Line Painting Machine Interlocal.pdf](#)
[Interlocal Agreement - Line Painting Machine.pdf](#)
- 7.B *Request approval of the Interlocal Agreement between Highlands County and the Town of Lake Placid retroactive to October 1, 2024*
Tanya Cannady, Business Services Director
The fiscal impact to Fund 005 (General) is \$125,000 which is budgeted in cost center 6101, account 54915 and was approved in the Adopted Budget for FY 24/25.
[Town of LP Statment of Issue 5.6.25.pdf](#)
[LP Rec Interlocal FY24-25 5.13.25.pdf](#)
- 7.C *Request Adoption of Resolution 24-25-101 for Budget Amendment 24-25-073 to appropriate awarded FY 24-25 Drone Replacement Program grant/project funds.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$150,000.00 which is being appropriated in cost center 3101 (Sheriff-005), account 56001Z (Project Capital Outlay), and account 53001Z (Project Operating Expense) in the amounts of \$124,374.00 and \$25,626.00, respectively, all in Project 24044 (24-25 Drone Replacement Program).
[24-25-073 Project 24044 24-25 Drone Replacement Program \(BA\).pdf](#)
[24-25-073R Project 24044 24-25 Drone Replacement Program \(Resolution\).pdf](#)
[Reg.-1212-2024 Sheriff Drone Prog Statement of Issue.pdf](#)
- 7.D *Request approval of Budget Amendment 24-25-079 to reallocate funds within Fund 110 (Transportation Trust Fund) and Fund 401 (Solid Waste Trust Fund) for the purchase of a SkyScout Pro Drone.*
Mitchell D. Thomas, P.E., Assistant County Engineer -Stormwater
There is no fiscal impact to the overall budget as the funds were budgeted within the FY 24-25 Budget within Cost Center 4101 (Engineering Services) and Cost Center 4210 (Refuse Disposal). This Budget Amendment is simply reallocating funds to the correct cost center and account within the fund and transferring funds from the project to Cost Center 4101, (Engineering Services) Account 56400 (Machinery and Equipment) in the amount of \$85,000.
[Statement of Issue 1216-2024.pdf](#)
[24-25-079 Drone Purchase - 4101_4210.pdf](#)
- 7.E *Request adoption of Resolution 24-25-090 for Budget Amendment 24-25-065 for Project #21062, Lake June-in-Winter Catfish Creek Best Management Practices (BMPs).*
Dawn Ritter, Natural Resources Manager
Fiscal Impact is an increase to Fund 005 (General), Project 21062 Lake June-in-Winter Catfish Creek BMP, cost center 6303 Natural Resources, account 56300Z Project Improvements, in the amount of \$151.86.
[24-25-065 Proj 21062 Lk June Catfish Creek Add'l Funding.pdf](#)

- 7.F *Request approval of Amendment 1 between Central Square Technologies and Highlands County.*

Tanya Cannady, Business Services Director

The fiscal impact for year 25/26 is \$60, 227 for the Board and 5 Constitutional Agencies. The Board's portion of the allocation is \$26,036 and will be budgeted in the General Fund, Central Services cost center.

[Central Square statement of issue 6-3-25.pdf](#)

[Amendment_1.Central_Square_\(2025.05.23\)_v2_Final_\(TBE_CST signed\) 5.27.2025_.pdf](#)

- 7.G *Request approval of Budget Amendment 24-25-077 to realign funds in Projects 20027, 23107, and 17020 (Stop Child Abuse License Plates) for Travel and per Diem for CAC Staff to attend the Crimes Against Kids Conference in July 2025.*

Gail T. Werley, CAC Manager

There is no fiscal impact.

[24-25-077 Realigning Funds Proj 20027_17020_23107 \(BA\) \(002\).pdf](#)

[STATEMENT OF ISSUE SCALP REALIGNMENT OF FUNDS 6.03.25.pdf](#)

- 7.H *Request approval of License Agreement between County and ROAM Projects for special use of H.L. Bishop Park for an overnight sports tourism event, Last Paddler Standing, from December 5-8, 2025.*

Reagan Fultz, Tourism Marketing & Project Manager Brandon Gunn, Parks & Facilities Director Casey Hartt, Tourism Lead Marketing Consultant

There is a fiscal impact increase of revenue in the amount of \$1,076.40 to the General Fund (005) account 3475400. There is also a Fiscal Impact of \$10,000 to Fund 152 (Tourist Development Trust) for the expense of advertising Visit Sebring and Highlands County during the event's broadcast.

[Statement of Issue - LPS.pdf](#)

[Facility Use Agreement.gw signed.pdf](#)

- 7.I *Request the Chair's signature on the JAG Countywide Certification of Participation (COP) to apply for the grant as well as the 51 % Letter that is required.*

Paul Blackman, Sheriff

There will be no fiscal impact as these funds were anticipated and set up during the budgetary process. Any required match is covered within the Sheriff's, the City's, and the Town's budgets.

[FY2024-JAGC Certificate-of-Participation \(SO\).pdf](#)

[Sheriff JAGC 51% Letter HC BOCC.pdf](#)

[Reg.-1241-2024 Statement of Issue_Sheriff JAGC Grant Application.pdf](#)

8. PUBLIC COMMENT

9. COMMITTEE ASSIGNMENTS:

- 9.A *Request appointment of two Regular Members to the Tourist Development Council.*

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

There is no fiscal impact.
[STATEMENT OF ISSUE - TDC Appointments.pdf](#)
[M. Cristiansen Application.pdf](#)
[E. Compton Application.pdf](#)
[M. Dear Application.pdf](#)
[D. Norton Application.pdf](#)
[A. Jenkins Application.pdf](#)
[FL Tourism Statute 125.0104.pdf](#)

10. PUBLIC HEARING

- 10.A *Public hearing to consider adoption of Resolution 24-25-095 pertaining to the re-imposition of the solid waste special assessment.*

JD Langford, Assistant County Administrator Tanya Cannady, Business Service Director

The fiscal impact is a proposed increase in the assessment to \$236.36 which would be an increase of approximately \$281,001 in assessment revenue for the Solid Waste Fund based on the current residential unit count.

[SW Preliminary Tear Sheet - Affidavit.pdf](#)
[Resolution 25-26-095 Preliminary Solid Waste assessment.SGS.pdf](#)
[statement of issue solid waste assessment 6-3-25.docx](#)

- 10.B *Request adoption of Ordinance 24-25-12 pursuant to Florida Statutes, Section 125.01*

James K. Duppenenthaler, Fire Chief

There is no fiscal impact.

[Burn Ban Ord 24.25.12.docx](#)
[Statement of issue.docx](#)
[Ord 24-25-12 aff.pdf](#)

- 10.C *Public Hearing to consider adoption of ordinance 24-25-11, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order related to the operation or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or which involve the extraction of natural materials, earth or topsoil.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[ORDINANCE 24-25-11 Moratorium_Sand Mine.SGS.pdf](#)
[Sand Mine Moratorium Agenda Memo.SGS.docx](#)
[Ord 24-25-11 aff.pdf](#)

11. ACTION AGENDA

- 11.A *Consideration of Statement of Legislative Intent for an Amendment to the Land Development Regulations to Adopt Lighting Regulations*

Cyndie Kramer, Planning & Zoning Manager

There is no fiscal impact.

[Statement of Issue.pdf](#)

[Okeechobee Lighting Standards.pdf](#)
[Highlands County Military Airport Zones.pdf](#)
[JLUS Excerpt.pdf](#)
[Map of Existing Dark Sky Buffer & MAZ areas.pdf](#)
[Map of Conservation Areas.pdf](#)

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report as of May 28, 2025.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Long_Range_Legal_Log_5.28.25.SGS.docx](#)

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 *Request to recognize the donation to purchase Two (2) Lucas Devices to Highlands County Fire Rescue*

James K. Duppenthaler, Fire Chief

There is no fiscal impact

[Statement of issue.docx](#)

[DeRoller Letter.pdf](#)

14.B *Board payables from June 3, 2025, through June 16, 2025*

15. ADJOURN

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

less than 48 hours in advance to permit coordination of the service.

Any invocation that may be offered before the official start of the Commission meeting is a voluntary offering by a private citizen. The views or beliefs expressed by the invocation speaker have not been 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. A person desiring to provide public comment related to an item on the Consent Agenda of this meeting, must fill out a Speaker Card and submit the same to the County Administrator or Chairperson by 8:50a.m. All Speaker Cards received after 8:50am, will be called during the regular Public Comment section of the agenda. No person will be permitted to speak at the time of the Consent Agenda if a Speaker Card has not been timely submitted.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

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

SUBJECT/TITLE: Request approval of Interlocal Agreement between County and City of Sebring for use of County's line painting machine on City property TDC-approved sports tourism events.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Interlocal Agreement between County and City of Sebring for use of County's line painting machine on City property for TDC-approved sports tourism events.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Statement of Issue - Line Painting Machine Interlocal.pdf](#)

Attachments: [Interlocal Agreement - Line Painting Machine.pdf](#)

Statement of Issue:

In FY24, the County purchased a line painting machine using Tourist Development Tax (TDT) funds to support athletic field preparation for sports tourism events and other at the Highlands County Sports Complex. Sports tourism events approved by the Tourist Development Council (TDC) are not always held solely on County-owned property, yet still may require line painting assistance. To allow these events approved by the TDC to utilize the line painting machine paid for with TDT even when not on County property, the County's legal team determined an Interlocal Agreement would be necessary.

This specific Interlocal Agreement would allow sports tourism events—approved by Tourist Development Council (TDC) through grant funding or other means—held on City of Sebring property the opportunity to utilize the line painting machine when operated by a County employee to prepare the facility for their event.

**INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY
AND
THE CITY OF SEBRING
FOR
LINING OF ATHLETIC FIELDS FOR EVENTS PROMOTED BY THE HIGHLANDS
COUNTY TOURIST DEVELOPMENT COUNCIL**

This Interlocal Agreement (hereinafter referred to as the "Interlocal 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 the **CITY OF SEBRING**, A Florida municipal Corporation, 368 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, Florida Statutes, Section 163, permits local government units to make the most efficient use of their powers by enabling them to cooperate with one another to provide services in a manner and pursuant to forms of governmental organization that will accord best with factors influencing the needs and development of their local community; and

WHEREAS, the Highlands County Tourist Development Council oversees the use of tourist development tax revenues and funds programs that benefit both the COUNTY and the CITY, including the issuance of grant funding for special events that draw visitors to the COUNTY and the CITY; and

WHEREAS, some special events utilizing Highlands County Tourist Development Council special event grant funding are held on property owned by the CITY; and

WHEREAS, the COUNTY and the CITY have determined it is in their best interest to enter into an interlocal agreement for the purpose of granting COUNTY a license to enter CITY property for the purpose of lining athletic fields for events promoted by the Highlands County Tourist Development Council.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the COUNTY and the DISTRICT hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose. The purpose of this Interlocal Agreement is to provide COUNTY a license to enter property owned by the CITY to use COUNTY's lining/stripping equipment to line/stripe athletic fields owned by the CITY for events promoted by the Highlands County Tourist Development Council.
3. Term. This Interlocal Agreement shall become effective upon execution by the CITY and the COUNTY and shall continue unless terminated in accordance herewith.

4. Grant of Rights. The CITY hereby grants a license to COUNTY to enter property owned by the CITY (the "Property") for the purpose of lining/stripping any athletic fields as so designated by the CITY for events promoted by the Highlands County Tourist Development Council.

5. Equipment Use. The COUNTY will transport its own equipment to the Property. Only COUNTY employees shall operate the COUNTY's equipment. The lining/stripping of the Property shall be temporary in nature. For each event under the purview of this Interlocal Agreement, COUNTY will only exercise its rights under this Interlocal Agreement after receiving written confirmation from the CITY that the event coordinator has properly entered into an agreement with the CITY for the use of the Property for that particular event. COUNTY will coordinate scheduling its entry of the Property with CITY no later than one (1) week prior to each particular event. COUNTY's use of the Property as set forth herein shall create no responsibility or liability whatsoever on the part of the COUNTY. This Interlocal Agreement should not be construed to mean that the COUNTY is responsible for providing any additional services to CITY relating to the use or maintenance of the Property. CITY shall provide COUNTY ingress and egress to and upon the Property for the purpose of exercising the rights, privileges and license granted herein.

6. Termination. Either party can terminate this Interlocal Agreement for any reason with thirty (30) days' written notice to the other party.

7. Assignment. This Agreement may not be assigned.

8. Employee Status. It is understood and agreed that personnel employed by the COUNTY shall be under the supervision and control of the COUNTY when performing work in accordance with this Interlocal Agreement. Nothing in this Interlocal Agreement shall be interpreted or construed to constitute employees or agents of the COUNTY to be employees, agents, or representatives of the CITY. The COUNTY shall have the sole responsibility of managing and supervising all of the work performed pursuant to this Interlocal Agreement.

9. Sovereign Immunity. The COUNTY and the CITY expressly retain 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 Interlocal Agreement to the contrary, nothing in this Interlocal 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 or CITY 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 Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

11. 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 to the CITY. All notices required and/or made pursuant to this Interlocal Agreement to be given to the COUNTY and the CITY shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
 Attention: County Administrator
 600 South Commerce Avenue
 Sebring, Florida 33870

CITY: City of Sebring
 Attention: City Manager
 368 S. Commerce Avenue
 Sebring, Florida 33870

12. Governing Law and Venue. The laws of the State of Florida shall govern all aspects of this Interlocal Agreement. In the event it is necessary for either party to initiate legal action regarding this Interlocal Agreement, venue shall lie in Highlands County, Florida.

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

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

15. 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 Interlocal Agreement. It is understood by the parties hereto that if any part, term, or provision of this Interlocal Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the Interlocal 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 Interlocal Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

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

17. Recording. The COUNTY shall record this Interlocal Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the CITY.

18. Signatures. This Interlocal 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 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, this Interlocal Agreement is hereby effective on the date signed by the last party.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Arlene Tuck, Chair

Dated: _____

Attest:

Jerome Kaszubowski, Clerk of Court

CITY OF SEBRING

By: _____

Printed Name: John C. Shoop

Dated: 6/20/2025

Attest:

Kathy Kelly
CITY Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of the Interlocal Agreement between Highlands County and the Town of Lake Placid retroactive to October 1, 2024

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the Town of Lake Placid retroactive to October 1, 2024.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) is \$125,000 which is budgeted in cost center 6101, account 54915 and was approved in the Adopted Budget for FY 24/25.

Attachments: [Town of LP Statment of Issue 5.6.25.pdf](#)

Attachments: [LP Rec Interlocal FY24-25 5.13.25.pdf](#)

The Board of County Commissioners approved on September 17, 2024, a total of \$375,000 for FY 24/25 recreation reimbursements for the municipalities. Now we are bringing before the Board the Recreation Interlocal for the Town of Lake Placid.

**INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE TOWN OF LAKE PLACID FOR OPERATION AND MAINTENANCE OF
RECREATIONAL FACILITIES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the TOWN OF LAKE PLACID, 1069 US Highway 27 North, Lake Placid, FL 33852, hereinafter referred to as the "TOWN", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" (the "Parties" and each a "Party").

WHEREAS, Florida Statutes, Section 163, authorizes the TOWN and COUNTY to enter into an Interlocal Agreement for the provision of efficient and effective services; and

WHEREAS, the TOWN owns, operates, and maintains certain recreational facilities which are utilized by both TOWN and COUNTY residents; and

WHEREAS, the TOWN has requested that the COUNTY cooperate and work with the TOWN for the purpose of funding the maintenance and operation of such certain recreational facilities; and

WHEREAS, the TOWN and COUNTY have determined that it is in their best interest to enter into an Interlocal Agreement for the purpose of allocating the funds necessary for maintenance and operation of the designated recreational facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the TOWN and the COUNTY hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the TOWN and used by TOWN and COUNTY residents.
3. Procurement. The Parties agree that, where applicable, the TOWN shall be responsible for all bidding, contracting and supervision of any outside vendors. The TOWN agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The TOWN is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.
4. Terms.
 - A. The TOWN owns, operates, and maintains public recreational facilities located in the incorporated area of the TOWN. Those recreational facilities

are used by residents of the COUNTY, some of whom may not necessarily be residents of the TOWN. The TOWN has requested that the COUNTY assist the TOWN in providing the funding required to operate and maintain the public recreational facilities listed on **Exhibit "A"** to this Agreement ("Project"), retroactively effective for the fiscal year beginning on October 1, 2024, and ending September 30, 2025.

- B. The COUNTY agrees to obligate and make available to the TOWN up to One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) to be used for actual operation and maintenance expenditures as provided in the TOWN's adopted recreation budget as contained in **Exhibit "B"** for the recreational facilities listed on **Exhibit "A"**.
 - C. This Interlocal Agreement shall be retroactively effective back to October 1, 2024.
5. Accounting. The TOWN shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The TOWN shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the TOWN, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.
 6. Inspections/Audits. The COUNTY reserves the right to inspect any Project, as well as the right to audit any and all financial records pertaining to any Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the TOWN refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the TOWN will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.
 7. Termination. The COUNTY shall have the right to terminate this Interlocal Agreement and demand a refund of all funds paid for any Project for which the TOWN fails to comply with the terms and conditions of this Interlocal Agreement, if the TOWN fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY, or within such additional time as the COUNTY may allow. If the TOWN fails to cure such material non-compliance within the time allowed, the TOWN agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.
 8. E-verify. The TOWN acknowledges the requirements of Florida Statutes, Section 448.095, and the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) which is incorporated

herein by reference. To the extent applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the TOWN 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 TOWN 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 TOWN stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the TOWN 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. 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>.

9. Default. Upon the occurrence of any event of default by the TOWN, all obligations on the part of the COUNTY to make any further payments of funds pursuant to this Interlocal Agreement shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.
10. Indemnification and Sovereign Immunity.
 - A. As to any legal action brought by persons or entities who are not a Party to this Agreement, to the extent permitted by law, the TOWN agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the TOWN arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the TOWN, the TOWN shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.
 - B. The COUNTY and the TOWN expressly retain 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 or TOWN 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 or the TOWN which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Entire Agreement. This Agreement, and any amendments hereto, constitutes the entire Agreement between the Parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the Parties hereto.
12. Notice. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and to the TOWN. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the TOWN shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
 Attention: County Administrator
 600 S. Commerce Avenue
 Sebring, Florida 33870

TOWN: Town of Lake Placid
 Attention: Town Administrator
 1069 US Highway 27 North
 Lake Placid, Florida 33852

13. Governing Law and Venue. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.
14. 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 of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
15. Amendment. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto.

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

16. 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. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a Party to this Interlocal Agreement.
17. Joint Negotiations. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.
18. Recording. The TOWN shall record this Agreement as required by the Florida Interlocal Cooperation Act of 1969 immediately following the execution by all of the Parties, and thereafter provide a copy evidencing recordation to the COUNTY.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be duly executed by their proper and duly authorized officers.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Arlene Tuck, Chair

Date: _____

Attest:

Jerome Kaszubowski, Clerk

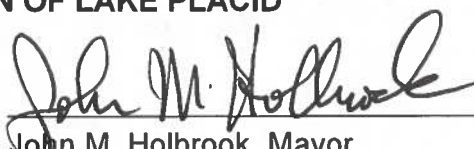


Attest:



Eva Cooper Hapeman, Town Clerk

TOWN OF LAKE PLACID

By: 
John M. Holbrook, Mayor

Date: May 13, 2025

EXHIBIT "A"

Municipal and Improvement District Recreation Facilities Inventory

Town of Lake Placid

TOWN OF LAKE PLACID FACILITIES	Address	Location/ Address	Property Owner	Parcel Number	Acreage	Facilities																		Comments/Notes			
						Basket- ball Court	Tennis Court	Nature Park	Ball Field	Softball Field	Baseball Field	Soccer Field	Football Field	Multi- Purpose Field	Swimming Pool	Swimming Area	Boat Ramp	Fishing Pier	Play- ground	Club- house	Picnic Area/ Facilities	Restroom	Board- walk		Off- Road Bike Trails	Nature Trails	Bird Watching
Lake June Park/Sports Complex	501 Jackson Rd.	Lake Placid	Town of Lake Placid	P36362909000410000	37.95				4	2		4	1			X	X				X	3					
John's Park	213 East Interlake Blvd.	Lake Placid	Town of Lake Placid	P31363003000400290																							
Stuart Park	131 East Interlake Blvd.	Lake Placid	Town of Lake Placid	P31363007000600000															X	1						Shuffleboard	
Devane Park	115 West Interlake Blvd.	Lake Placid	Town of Lake Placid	P36362902000A00000																							
Jerrys Park	8 North Oak Street	Lake Placid	Town of Lake Placid	P313607A01000050																							
Bicentennial Park	151 Dal Hall Blvd.	Lake Placid	Town of Lake Placid	P313607802800100															X							Building	
Spruce Park	216 Gladiola St.	Lake Placid	Town of Lake Placid	P06373007000200080															X								
Hillcrest Park	619 Hillcrest Ave.	Lake Placid	Town of Lake Placid	P313630A0006000000																							
Taylor Park	106 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00121															X								
Taylor Park	111 Grove St.	Lake Placid	Town of Lake Placid	P36362921000E00120															X								
Taylor Park	110 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00111															X								
Taylor Park	112 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00110															X								
Taylor Park	114 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00101															X								
Taylor Park	116 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00100															X								
Basketball Courts	201 West Interlake Blvd.	Lake Placid	Town of Lake Placid	P36362912000C00080		1																					
Bishop Park	10 Lake June Clubhouse Rd.	Lake Placid	Town of Lake Placid	C253629A0002400000	4.51																						

EXHIBIT "B"
ORDINANCE NO. 2024-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE PLACID, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2024-2025; ALLOWING FOR LINE-ITEM ADJUSTMENTS DURING THE YEAR AS NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Lake Placid, Florida, on September 16, 2024, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, a notice of this proposed Ordinance was published at least ten (10) days prior to adoption in a newspaper of general circulation in the Town of Lake Placid; and

WHEREAS, two public hearings were held by the Town Council on said proposed Ordinance as required by Florida Statute 200.065 on:

The 9th day of September 2024; and
The 16th day of September 2024

WHEREAS, the Town Council of the Town of Lake Placid, Florida, set forth the appropriations and revenue estimate for the budget for Fiscal Year 2024-2025 in the amount of 38,742,247

WHEREAS, from time to time, the Town Council may consider the status of the Budget for the Town of Lake Placid, and upon a thorough review of the budget, if the Town Council determines the need for line-item adjustments made within the budget, the Town Council may do so through an Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Lake Placid, Florida, that:

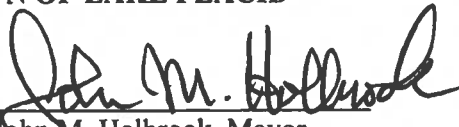
1. The Fiscal Year 2024-2025 Final Budget (attached as Exhibit A) is adopted.
2. The Town Council, from time to time, may review the status of the budget for the Town, and if they determine there needs to be line-item adjustments, the Council may make the adjustments through an Ordinance adopted by the Council.
3. This Ordinance shall take effect on October 1, 2024.

DULY ADOPTED on the 16th day of September 2024.



TOWN OF LAKE PLACID

BY:


John M. Holbrook, Mayor

Attest:


Eva Cooper Hapeman, Town Clerk

Millage Per \$1,000

General Fund 3.10

BUDGET SUMMARY

Town of Lake Placid - Fiscal Year 2024-2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF TOWN OF LAKE PLACID ARE ABOUT 60% MORE THAN LAST YEAR TOTAL OPERATING EXPENDITURES DUE TO PROPOSED UTILITY PROJECTS

	GENERAL FUND	SPECIAL INFRAST. REVENUE FUND	ENTERPRISE FUND WATER /WASTEWA / SANIT/CEM	CAPITAL FUNDS WATER / WASTEWATER	TOTAL BUDGET
ESTIMATED REVENUES:					
Taxes: Millage Per \$1000					
Ad Valorem Tax 3.10	1,048,101				1,048,101
Sales and Use Taxes	856,401	374,755			1,231,156
Maintenance Fees	33,240				33,240
Charges for Services	98,100		3,584,020		3,682,120
Revenue sharing program	86,422				86,422
Grants	2,124,274		28,531,000		30,655,274
Licenses	11,700				11,700
Permits	5,750				5,750
Fines & Forfeitures	28,500				28,500
Recreation Fees	13,500				13,500
Franchise Fees	330,012				330,012
H. County Government - Recreation	125,000				125,000
H. County Government - Tax Increment	206,850	-			206,850
Interest Earned/Other	18,100	100	12,652	3,600	34,452
Miscellaneous Revneue	13,200		7,200		20,400
TOTAL SOURCES	4,999,150	374,855	32,134,872	3,600	37,512,477
Interfund Transfers in	390,958	40,763	122,609	-	554,330
Fund Balance	311,841	-	317,199	46,400	675,440
Reserves/Net Assets	-	-	-	-	-
TOTAL REVENUES & TRANSFERS	5,701,949	415,618	32,574,680	50,000	38,742,247
EXPENDITURES/EXPENSES:					
General/Government	345,130	415,618			760,748
Planning	81,765				81,765
Public Safety	3,030,365				3,030,365
Physical Environment			1,075,273		1,075,273
Transportation	423,076				423,076
Community Redevelopment Agency	524,403				524,403
Debt Services			61,461		61,461
Utilities			31,339,745	50,000	31,389,745
Human Services			98,202		98,202
Recreation & Culture	1,080,361				1,080,361
Horticulture	216,849				216,849
TOTAL EXPENDITURES/EXPENSES	5,701,948	415,618	32,574,680	50,000	38,742,247
Fund Balance					
TOTAL APPROPRIATED EXPENSES	5,701,949	415,618	32,574,679	50,000	38,742,247

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
	GOVERNMENTAL REVENUE		
001-300-000	GEN BUDGET FUND BALANCE	126,094	76,074
001-311-000	GEN AD VALOREM TAXES	781,538	1,048,101
001-312-410	GEN FIRST LOCAL OPTION FUEL TA	60,193	60,193
001-312-430	GEN SECOND LOCAL OPTION FUEL T	40,691	40,691
001-314-100	GEN UTILITY SERVICE TAX - ELEC	275,500	397,427
001-314-800	GEN UTILITY SERVICE TAX - PROP	11,000	15,700
001-315-000	GEN (CST) COMMUNICATION SERVIC	113,448	154,016
001-316-012	GEN LOCAL BUSINESS TAX	15,155	15,155
001-316-013	GEN PEDDLER TAX	-	1,000
001-322-001	AGEN. ZONING/PLANNING ENG. REV	1,000	2,000
001-322-002	GEN. ZONING/PLANNING VARIANCE	-	1,500
001-322-003	GEN. PZ REZONING	-	1,500
001-322-901	GEN SIGN PERMIT FEES	200	500
001-322-903	GEN PERMITS - DRIVE WAY	-	250
001-323-100	GEN FRANCHISE FEE - ELECTRICIT	215,000	330,012
001-324-620	GEN RECREATON USER FEES	8,000	8,000
001-331-001	GEN STATE COMM PLANNING TECH ASSIST CF	-	25,000
001-331-002	GEN USDA RUAL DEVELOPMENT LOAN/GRAN	-	1,600,000
001-331-010	GEN FED GRANT - CSLFRF	62,808	-
001-331-210	GEN STATE GRANT - DRUG	1,000	-
001-331-220	GEN GRANT - FDLE	1,000	-
001-334-100	GEN FL RECREATION DEVELOPMENT ASSISTAI	-	200,000
001-334-101	GEN FDOT-NORTH US MAINTENANCE	17,568	17,703
001-335-125	GEN STATE REVENUE SHARING PROC	93,458	86,422
001-335-140	GEN MOBILE HOME LICENSES	2,000	2,200
001-335-150	GEN ALCOHOLIC BEVERAGE LICENSE	8,000	9,500
001-335-180	GEN LOCAL GOVT. HALF CENT SALE	169,720	172,219
001-335-900	GEN STATE STREET LIGHTS MAINTA	15,537	15,537
001-337-701	GRANT LOCAL - ARPAC	140,801	299,274

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-340-100	P.D. PUBLIC RECORDS	-	100
001-342-100	P.D. REPORT FEE	450	500
001-342-101	P.D. PARKING TICKET	500	500
001-342-102	P.D. SPECIAL DETAIL - POLICING	-	25,000
001-342-900	P.D. OTHER PUBLIC SAFETY CHARG	500	-
001-342-907	P.D. MAGISTRATE COURT PUBLIC S	200	
001-342-910	P.D. MUNICIPAL LIEN RESEARCH F	3,000	3,000
001-351-100	P.D. FINES-FORFEITURES	22,154	27,000
001-351-300	P.D. EDUCATION ASSESSMENT	800	1,500
001-358-001	GEN REC. TOWN PARKS RENTAL	1,500	5,500
001-358-002	T.H. BUILDING RENTAL (Reservat	-	5,000
001-361-000	GEN INTEREST	5,000	17,000
001-361-001	GEN INTEREST: CD & MM	1,000	1,000
001-362-007	GEN ADM. BUILDING RENT: WATER	29,000	35,000
001-362-008	GEN ADM. BUILDING RENT: SANITA	8,000	8,000
001-362-009	GEN ADM. BUILDING RENT: WASTEW	12,000	15,000
001-362-010	GEN ADM. BUILDING RENT: CEMETE	3,500	4,000
001-362-011	GEN ADM. BUILDING RENT: 1069 U	-	2,000
001-369-010	NUISANCE ABATEMENT (NEW)	-	10,000
001-369-010	GEN ADM. MISCELLANEOUS REVENUE	3,000	3,000
001-369-100	P.D. EE REIMB. FOR AUTO USE (T	-	200
001-381-900	GEN ADM. TRANSFER IN - LK JUNE CAP IMP	27,886	28,780
001-381-999	GEN ADM. TRANSFER-IN INFRA	-	59,336
001-381-100	GEN ADM. TRANSFER-IN RESERVES	-	200,000
001-381-100	GEN ADM. TRANSFER-IN SA LOAN	43,290	21,156
001-386-100	CULTURE/RECREATION - COUNTY TR	110,000	125,000
	TOTAL GENERAL FUND REVENUE	2,431,492	5,177,546

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
	INFRASTRUCTURE REVENUE		
101-300-000	BUDGET FUND BALANCE	-	-
101-312-630	INFRA DISCRETIONARY SALES SUR	342,078	374,755
101-381-100	GEN ADM. TRANSFER-IN SA Loan	-	40,763
101-361-010	INFRA INTEREST	3,500	100
101-381-409	INFRASTRUCTURE TRANSFER IN - S	85,140	-
	TOTAL INFRASTRUCTURE REVENUE	430,718	415,618
	TOWN OF LAKE PLACID - CRA (TRUST)		
103-300-000	FUND BALANCE	-	235,767
103-361-000	INTEREST	-	100
103-381-999	TRANSFER IN - GF	18,397	81,686
103-386-700	HCBCC TAX INCREMENT	48,398	206,850
	TOTAL CRA REVENUE	66,795	524,403
	SPECIAL REVENUE-GRANT PROJECTS		
300-300-000	FUND BALANCE	-	-
300-331-000	DEP SSCP	-	25,000,000
300-361-001	INTEREST EARNED ON TOWN FUNDS		150
	TOTAL SPECIAL REVENUE-GRANT PROJECTS	-	25,000,150
	WATER SYSTEMS REVENUE		
401-300-000	WA FUND BALANCE	-	200,000
401-324-210	WA IMPACT FEE- RESIDENTIAL (WA	20,000	20,000
401-324-220	WA IMPACT FEE - COMMERCIAL	-	10,000
401-331-350	WA FED GRANT - CDBG	-	700,000
401-342-200	FIRE PROTECTION	3,600	2,000
401-343-300	WATER UTILITY REVENUE	1,388,930	1,430,000
401-343-350	WATER PENALTIES	1,500	2,000
401-343-900	SERVICE CONNECTION FEES	25,000	35,000
401-361-000	INTEREST INCOME	3,000	10,000
401-369-000	MISCELLANEOUS INCOME	3,000	7,000
401-369-200	SETTING/REPAIRING METERS	10,000	11,000

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
401-369-900	MUNICIPAL LIEN RESEARCH FEE	-	2,000
401-381-004	TRANSFER IN - LPCCC	-	1,661,000
	TOTAL WATER SYSTEMS REVENUE	1,455,030.00	4,090,000
	WASTEWATER REVENUE		
402-300-000	FUND BALANCE	-	50,586
402-324-110	WW SDC RESIDENTIAL	4,500	4,500
402-324-120	WW SDC - COMMERCIAL	1,500	1,500
402-334-351	SRF LPC3	-	1,170,000
402-343-350	SEWER PENALTIES	1,400	1,000
402-343-500	SEWER SERVICE FEES	872,277	960,000
402-343-504	SEWER AVAILABILITY FEE	18,258	18,260
402-361-000	INTEREST INCOME	500	500
402-381-401	TRANSFER - IN	-	43,248
	TOTAL WASTEWATER REVENUE	898,435.00	2,249,594
	CEMETERY REVENUE		
403-300-000	FUND BALANCE	4,334	-
403-343-802	CEM MEMORIAL LOT 3.6X10	6,400	5,000
403-343-803	CEM TRADITIONAL 4X11	15,000	30,000
403-346-901	PERPETUAL CARE FEES	18,000	18,000
403-346-902	CRYPT VASES	300	13,300
403-346-903	NICHE - VASE	2,000	2,000
403-346-906	CEM OPENING-CLOSING CRYPTS	1,000	1,500
403-346-907	CEM OPENING-CLOSING NICHES	1,000	1,500
403-346-908	CEM MARKING FEE BURIAL	6,000	6,000
403-346-909	CEM MARKING FEE HEADSTONE	2,000	2,000
403-361-000	INTEREST ON C.D. & MONEY MARKE	300	402
	TOTAL CEMETERY REVENUE	56,334.00	79,702
	WATER SEWER CAPITAL IMPROVEMENT		
404-300-000	BUDGET FUND BALANCE	-	46,400
404-361-000	INTEREST	3,000	3,000

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
404-361-002	INTERST - WA	500	-
404-361-003	INTERST - WW	500	600
404-369-220	IMPACT FEES - WATER	20,000	-
404-369-221	IMPACT FEES - SEWER	6,000	-
	TOTAL WATER SEWER CAPITAL IMPROVEMENTS	30,000.00	50,000
	SANITATION REVENUE		
409-300-003	SA FUND BALANCE - 409	-	66,613
409-343-350	SANITATION PENALTIES	1,000	1,000
409-343-400	GARBAGE/SOLID WASTE DUMPSTER R	512,000	832,160
409-343-401	GARBAGE/SOLID WASTE RESIDENTIAL	172,320	161,000
409-343-403	NON-RESIDENTIAL COLLECTION	-	300
409-343-410	EXTRA/BULK TRASH PICKUP	12,600	12,000
409-343-430	SANIT. SETUP FEE	1,000	1,000
409-361-000	INTEREST INCOME	1,000	1,000
409-365-000	SALE OF SURPLUS ASSETS	-	100
409-369-900	OTHER MISCELLANEOUS REVENUES	-	100
409-381-100	OPERATING TRANSFER IN	50,000	-
	TOTAL SANITATION REVENUE	749,920.00	1,075,273
	WASTEWATER LOAN REPAYMENT ACCOUNT		
412-361-000	INTEREST	200	100
412-381-001	TRANSFER IN LOAN I	66,669	-
412-381-002	TRANSFER IN LOAN II	61,361	61,361
	TOTAL WASTEWATER LOAN REPAYMENT ACCOUNT	128,230.00	61,461
	CEMETERY TRUST		
413-300-000	FUND BALANCE	-	-
413-361-010	INTEREST	-	500
413-381-010	TRANSFER IN-CEMETERY	18,000	18,000
	TOTAL CEMETERY TRUST	18,000.00	18,500
	COMBINED GOVERNMENTAL REVENUE	6,264,953.32	38,742,247

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
	GOVERNMENTAL EXPENSES		
	ADMINISTRATIVE EXPENSES		
001-513-012	ADM REG WAGES	130,064	108,049
001-513-013	OTHER SALARIES AND WAGES	-	160
001-513-014	ADM OT WAGES	-	10,000
001-513-023	ADM HEALTH-LIFE INSURANCE	58,035	36,085
001-513-121	ADM AUTO USE	810	756
001-513-210	ADM. SOCIAL SECURITY/MEDICARE	9,950	9,031
001-513-220	ADM. RETIREMENT	41,867	35,396
001-513-310	ADM. LEGALS	6,000	6,000
001-513-311	ADM. SIMPLEFILE E-RECORDING	2,500	2,500
001-513-320	ADM. ACCOUNTING & AUDITING	1,065	1,200
001-513-322	ADM. IT SERVICES	720	2,400
001-513-340	ADM. OTHER SERVICES	-	100
001-513-410	ADM. COMMUNICATION	5,000	5,000
001-513-420	ADM. POSTAGE	250	250
001-513-430	ADM. ELECTRICITY	2,500	2,500
001-513-450	ADM. TOWN INSURANCE	9,613	9,613
001-513-461	ADM. REPAIR & MAINTENANCE	2,000	2,000
001-513-470	ADM. CODIFICATION	4,000	3,000
001-513-471	ADM. COPIER, PRINTING & BINDIN	300	300
001-513-480	ADM. ADVERTISEMENT	1,000	500
001-513-490	ADM. OTHER CURRENT CHARGES	500	100
001-513-491	ADM. TRIBUTES	250	250
001-513-493	ADM. ELECTION	4,100	-
001-513-496	ADM. CHAMBER EVENTS	2,500	2,500
001-513-497	ADM. HIGHLANDS CTY HUMAN RES D	1,000	1,000
001-513-499	ADM. MISCELLANEOUS EXPENSE	-	100
001-513-510	ADM. OFFICE SUPPLIES	3,000	1,000
001-513-520	ADM. OPERATING SUPPLIES	3,440	3,440

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-513-522	ADM. FUEL	92	150
001-513-526	ADM. CHEMICALS	-	100
001-513-527	ADM. SAFETY PROGRAM	200	200
001-513-529	ADM. SOFTWARE	450	765
001-513-540	ADM. BOOKS, DUES, PUB, TRAVEL,	2,000	2,000
001-513-115	ADM. ATHLETIC FACILITY MEMBERS	300	300
001-513-550	ADM. TRAINING & EDUCATION	10,000	6,000
001-513-551	ADM. COUNCIL BOOKS, DUES, ED	-	200
001-513-600	ADM. CAPITAL IMPROVEMENTS	10,000	5,000
001-513-603	ADM. CAPITAL IMPROVEMENTS: OTH	10,000	5,000
001-513-911	ADM. INTRAGOV'T TRANSFER OUT -	65,634	81,686
	ADMINISTRATIVE EXPENSES	389,140	344,630
	LEGAL COUNCIL		
001-514-310	ADM. LEGAL COUNSEL: MAGISTRATE	-	-
001-514-313	ADM. LEGAL COUNSEL	500	500
	LEGAL COUNCIL EXPENSES	500.00	500
	COMPREHENSIVE PLANNING		
001-515-000	ZONING/PLANNING CONSULTANT	-	25,000
001-515-012	ZONING/PLANNING REG WAGES	-	24,516
001-515-013	ZONING/PLANNING OTHER PAY	-	40
001-515-023	ZONING/PLANNING HLTH-LIFE	-	4,611
001-515-100	ZONING/PLANNING: NOTICES	1,000	1,000
001-515-121	ZONING/PLANNING: AUTO ALLOW	-	54
001-515-210	ZONING/PLANNING SOCIAL SE	-	1,875
001-515-220	ZONING/PLANNING RETIREMEN	-	8,463
001-515-310	ZONING/PLANNING LEGAL	-	6,000
001-515-320	ZONING/PLANNING ACCOUNTING FEES & SEF	-	300
001-515-322	ZONING/PLANNING IT SERVIC	-	900
001-515-410	ZONING/PLANNING COMMUNICA	-	300
001-515-420	ZONING/PLANNING POSTAGE	-	100

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-515-430	ZONING/PLANNING ELECTRIC	-	1,000
001-515-471	ZONING/PLANNING COPIER, P	-	200
001-515-450	ZONING/PLANNING TOWN INSURANCE	-	1,602
001-515-490	OTHER CURRENT CHARGES	-	5
001-515-510	ZONING/PLANNING: SUPPLIES	1,500	1,500
001-515-520	ZONING/PLANNING: OPERATIN	300	644
001-515-525	SOFTWARE	-	955
001-515-540	BOOKS, DUES, PUB, TRAVEL, SUBS	-	700
001-515-550	TRAINING & EDUCATION	-	2,000
	PLANNING AND ZONING EXPENSES	2,800	81,765
	TOTAL ADMINISTRATIVE EXPENSES	392,440	426,895
	PUBLIC SAFETY (POLICE)		
001-521-012	P.D. REG WAGES	515,593	629,186
001-521-013	P.D. OTHER PAY	-	1,533
001-521-014	P.D. OT WAGES	12,000	15,000
001-521-015	P.D. SPECIAL DETAIL	8,700	10,000
001-521-023	P.D. HEALTH-LIFE INSURANCE	94,249	119,070
001-521-121	P.D. AUTO USE	540	540
001-521-210	P.D. SOCIAL SECURITY/MEDICARE	39,443	49,280
001-521-220	P.D. RETIREMENT	141,586	165,095
001-521-310	P.D. LEGAL COUNSEL	3,600	3,000
001-521-320	P.D. ACCOUNTING FEES & SERVICE	1,420	2,550
001-521-322	P.D. IT SERVICES	3,600	12,000
001-521-340	P.D. OTHER SERVICES	1,000	1,200
001-521-350	P.D. INVESTIGATION	200	200
001-521-410	P.D. COMMUNICATIONS	19,000	20,000
001-521-411	P.D. SOCIAL MEDIA ARCHIVING	3,700	4,000
001-521-414	P.D. TELEPHONE SYSTEM MAIN. CO	2,000	2,000
001-521-416	P.D. SMART COP CONTRACT	3,800	3,950

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-521-420	P.D. POSTAGE	1,100	950
001-521-430	P.D. ELECTRICITY	5,500	5,800
001-521-450	P.D. TOWN INSURANCE	19,226	19,226
001-521-460	P.D. BUILDING REPAIR	4,000	2,000
001-521-463	P.D. EQUIPMENT REPAIR	17,000	13,000
001-521-471	P.D. COPIER, PRINTING & BINDIN	2,700	3,000
001-521-480	P.D. ADVERTISEMENT	250	200
001-521-490	P.D. OTHER CURRENT CHARGES	500	500
001-521-492	P.D. TRIBUTES	150	200
001-521-510	P.D. OFFICE SUPPLIES	5,900	5,500
001-521-521	P.D. FUEL	26,423	27,500
001-521-523	P.D. OPERATING SUPPLIES	10,352	10,852
001-521-524	P.D. UNIFORMS/BOOTS /SAFETY	3,200	5,500
001-521-525	P.D. SOFTWARE	563	7,717
001-521-526	P.D. CHEMICALS	-	480
001-521-540	P.D. BOOKS, DUES, PUB, TRAVEL,	6,000	3,000
001-521-115	P.D. ATHLETIC FACILITY MEMBERS	400	800
001-521-550	P.D. TRAINING & EDUCATION	6,000	6,000
001-521-552	P.D. HOTEL CHARGES	-	2,500
001-521-553	P.D. PER DIEM	-	500
001-521-600	P.D. GRANT EXPENSE	-	770
001-521-610	P.D. CAPITAL OUTLAY	-	1,600,000
001-521-640	P.D. CAPITAL OUTLAY MACHINERY	17,000	72,235
001-521-643	P.D. CAPITAL OUTLAY: VEHICLE	92,000	59,336
	POLICE EXPENSES	1,068,695	2,886,170
	CODE ENFORCEMENT (ADMINISTRATIVE/CIVILIAN)		
001-529-012	C.E. REG WAGES	39,492	72,243
001-529-013	C.E. OTHER PAY	-	142
001-529-023	C.E. HEALTH-LIFE INSURANCE	10,324	16,368

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-529-121	C.E. AUTO USE	-	54
001-529-210	C.E. SOCIAL SECURITY/MEDICARE	3,021	5,527
001-529-220	C.E. RETIREMENT	6,878	16,931
001-529-310	C.E. LEGAL COUNSEL	1,000	5,000
001-529-320	C.E. ACCOUNTING AND AUDITING	355	150
001-529-322	C.E. IT SERVICES	360	600
001-529-410	C.E. COMMUNICATIONS	500	500
001-529-420	C.E. POSTAGE	100	1,800
001-529-430	C.E. ELECTRIC	100	125
001-529-450	C.E. TOWN INSURANCE	3,204	1,602
001-529-460	C.E. REPAIR / MAINT	2,000	2,000
001-529-461	C.E. NUISANCE ABATEMENT COSTS	-	10,000
001-529-471	C.E. COPIER, PRINTING & BINDIN	100	400
001-529-480	C.E. ADVERTISEMENT	400	100
001-529-490	C.E. OTHER CURRENT CHARGES	-	50
001-529-510	C.E. OFFICE SUPPLIES	500	500
001-529-520	C.E. FUEL	1,453	2,500
001-529-524	C.E. UNIFORMS/BOOTS /SAFETY	375	400
001-529-525	C.E. SOFTWARE	811	510
001-529-526	C.E. OPERATING SUPPLIES	238	444
001-529-527	C.E. CHEMICALS	-	50
001-529-540	C.E. ED, BOOKS, DUES, PUB, TRA	75	200
001-529-550	C.E. TRAINING & EDUCATION	3,800	6,000
	CODE ENFORCEMENT (ADMINISTRATIVE/CIV	75,086	144,195
	STREETS & ROADS		
001-541-012	ST & RD REG WAGES	158,898	156,955
001-541-013	ST & RD OTHER PAY	-	330
001-541-014	ST & RD OT WAGES	-	2,000
001-541-023	ST & RD HEALTH-LIFE INSURANCE	38,231	42,072

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-541-121	ST & RD AUTO USE	378	270
001-541-210	ST & RD SOCIAL SECURITY/MEDICA	12,156	12,160
001-541-220	ST & RD RETIREMENT	31,295	30,397
001-541-310	ST & RD LEGAL COUNSEL	2,500	2,000
001-541-319	ST & RD CONSULTING SERVICES -	-	25,000
001-541-320	ST & RD ACCOUNTING AND AUDITIN	1,775	2,550
001-541-322	ST & RD IT SERVICES	1,800	5,100
001-541-410	ST & RD COMMUNICATIONS	5,000	5,000
001-541-420	ST & RD POSTAGE	150	150
001-541-430	ST & RD ELECTRICITY	55,000	55,000
001-541-450	ST & RD TOWN INSURANCE	6,409	6,409
001-541-461	ST & RD REPAIR RAILROAD CROSSI	4,000	3,934
001-541-463	ST & RD REPAIR & MAINT. - EQUI	24,000	24,000
001-541-464	ST & RD SAFETY	500	500
001-541-465	ST & RD REPAIR & MAINT. - VEHI	2,500	2,500
001-541-471	ST & RD COPIER, PRINTING & BIN	700	750
001-541-480	ST & RD ADVERTISEMENT	500	500
001-541-490	ST & RD OTHER CURRENT CHARGES	200	200
001-541-510	ST & RD OFFICE SUPPLIES	1,000	1,000
001-541-520	ST & RD OPERATING SUPPLIES	3,440	3,500
001-541-521	ST & RD SOFTWARE	1,125	2,549
001-541-523	ST & RD UNIFORMS & WORK BOOTS	4,000	3,500
001-541-524	ST & RD FUEL	6,457	6,500
001-541-525	ST & RD CHEMICALS	3,000	3,000
001-541-530	ST & RD ROAD MATERIALS AND SUP	10,000	10,000
001-541-540	ST & RD BOOKS, DUES, PUB, TRAV	500	200
001-541-115	ST & RD ATHLETIC FACILITY MEM	100	50
001-541-550	ST & RD TRAINING AND EDUCATION	1,000	1,000
001-541-600	ST & RD CAPITAL IMPROVEMENTS	2,000	-
001-541-630	ST & RD ROAD PAVING	20,000	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-541-640	ST & RD MACHINERY AND EQUIPMEN	16,000	-
001-541-640	ST & RD MACHINERY AND EQUIPMEN	-	14,000
001-541-641	ST & RD MACHINERY - VEHICLE	45,000	-
	TOTAL STREETS & ROADS EXPENSES	459,614	423,076
	PARKS AND RECREATION		
001-572-012	REC. REG WAGES	75,224	64,387
001-572-013	REC. OTHER PAY	-	136
001-572-014	REC. OT WAGES	-	1,000
001-572-023	REC. HEALTH-LIFE INSURANCE	19,933	16,253
001-572-121	REC. AUTO USE	270	270
001-572-210	REC. SOCIAL SECURITY/MEDICARE	5,755	5,002
001-572-220	REC. RETIREMENT	14,106	12,869
001-572-310	REC. LEGAL COUNSEL	3,500	1,000
001-572-320	REC. ACCOUNTING AND AUDITING	1,420	1,500
001-572-322	REC. IT SERVICES	1,800	3,000
001-572-410	REC. COMMUNICATIONS	7,500	7,500
001-572-420	REC. POSTAGE	300	300
001-572-430	REC. ELECTRICITY	9,000	9,000
001-572-450	REC. TOWN INSURANCE	32,044	32,044
001-572-460	REC. REPAIR & MAINTENANCE	25,000	25,000
001-572-461	REC. REPAIR EQUIPMENT	7,000	5,000
001-572-462	REC. REPAIR VEHICLE	2,500	2,500
001-572-463	REC. SAFETY EQUIPMENT	500	500
001-572-471	REC. COPIER, PRINTING & BINDIN	800	800
001-572-480	REC. ADVERTISEMENT	1,000	1,000
001-572-490	REC. OTHER CURRENT CHARGES	500	500
001-572-491	REC. PARK HOLIDAY EQUIPMENT	6,000	6,000
001-572-492	REC. PK SPECIAL EVENTS - FIREW	3,500	3,000
001-572-510	REC. OFFICE SUPPLIES	1,000	1,000

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-572-520	REC. OPERATING SUPPLIES	6,352	6,852
001-572-521	REC. FUEL	3,506	4,000
001-572-522	REC. UNIFORMS & WORK BOOTS	1,500	1,000
001-572-525	REC. SOFTWARE	1,238	2,804
001-572-526	REC. CHEMICALS	1,000	1,000
001-572-540	REC. BOOKS, DUES, PUB, TRAVEL,	500	500
001-572-115	REC. ATHLETIC FACILITY MEMBERS	150	50
001-572-550	REC. TRAINING AND EDUCATION	1,000	1,000
001-572-610	REC. CAPITAL OUTLAY	20,000	-
001-572-640	REC. MACHINERY AND EQUIPMENT	20,000	-
001-572-641	REC. MACHINERY - VEHICLE	35,000	-
	PARKS AND RECREATION EXPENSES	308,898	216,766
	CULTURAL SERVICES		
001-573-012	CULT. REG WAGES	37,214	41,894
001-573-013	CULT. OTHER PAY	-	97
001-573-023	CULT. HEALTH-LIFE INSURANCE	10,427	11,181
001-573-121	CULT. AUTO USE	108	108
001-573-210	CULT. SOCIAL SECURITY/MEDICARE	2,847	3,205
001-573-220	CULT. RETIREMENT	8,053	9,291
001-573-310	CULT. LEGAL COUNSEL	100	100
001-573-320	CULT. ACCOUNTING AND AUDITING	355	150
001-573-322	CULT. IT SERVICES	360	600
001-573-410	CULT. COMMUNICATIONS	1,500	1,500
001-573-420	CULT. POSTAGE	50	50
001-573-430	CULT. ELECTRICITY	20,000	20,000
001-573-450	CULT. TOWN INSURANCE	3,204	3,204
001-573-462	CULT. REPAIR LK JUNE FACILITIES	-	1,000
001-573-464	CULT. REPAIR & MAINT. - OTHER	25,000	30,000
001-573-465	CULT. EQUIPMENT REPAIR	-	3,500

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-573-466	CULT. SAFETY EQUIPMENT	100	100
001-573-471	CULT. COPIER, PRINTING & BINDI	50	200
001-573-480	CULT. ADVERTISEMENT	100	100
001-573-490	CULT. OTHER CURRENT CHARGES	-	100
001-573-510	CULT. OFFICE SUPPLIES	200	200
001-573-520	CULT. OPERATING SUPPLIES	1,500	1,500
001-573-522	CULT. UNIFORMS & WORK BOOTS	250	250
001-573-524	CULT. FUEL	3,425	1,500
001-573-525	CULT. SOFTWARE	225	510
001-573-526	CULT. CHEMICALS	5,000	5,000
001-573-540	CULT. BOOKS, DUES, PUB, TRAVEL	50	50
001-573-115	CULT. ATHLETIC FACILITY MEMBER	100	50
001-573-550	CULT. TRAINING & EDUCATION	500	100
001-573-600	CULT. CAPITAL	-	28,780
001-573-630	CULT. CAPITAL_ LAKE JUNE	-	699,274
001-573-640	CULT. CAPITAL EQUIPMENT	-	-
	CULTURAL SERVICES EXPENSES	120,718	863,594
HORTICULTURE			
001-579-012	HORT. REG WAGES	108,784	122,974
001-579-013	HORT. OTHER PAY	-	293
001-579-023	HORT. HEALTH-LIFE INSURANCE	30,973	33,773
001-579-121	HORT. AUTO USE	108	108
001-579-210	HORT. SOCIAL SECURITY/MEDICARE	8,322	9,407
001-579-220	HORT. RETIREMENT	22,765	26,484
001-579-310	HORT. LEGAL COUNSEL	-	200
001-579-320	HORT. ACCOUNTING AND AUDITING	355	300
001-579-322	HORT. IT SERVICES	360	600
001-579-410	HORT. COMMUNICATIONS	2,000	2,000
001-579-420	HORT. POSTAGE	50	50

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
001-579-430	HORT. ELECTRIC	2,000	2,000
001-579-450	HORT. TOWN INSURANCE	3,204	3,204
001-579-460	HORT. REPAIR & MAINTENANCE	8,000	6,000
001-579-461	HORT. REPAIR & MAINT. - EQUIP	-	500
001-579-462	HORT. REPAIR & MAINT. - IRRIGA	-	2,000
001-579-463	HORT. SAFETY EQUIPMENT	100	100
001-579-471	HORT. COPIER, PRINTING & BINDI	50	50
001-579-480	HORT. ADVERTISEMENT	225	100
001-579-490	HORT. OTHER CURRENT CHARGES	100	100
001-579-510	HORT. OFFICE SUPPLIES	200	200
001-579-521	HORT. FUEL	1,594	2,500
001-579-522	HORT. UNIFORMS & WORK BOOTS	750	750
001-579-523	HORT. OPERATING SUPPLES	388	750
001-579-524	HORT. CHEMICALS	3,000	1,500
001-579-525	HORT. SOFTWARE	113	255
001-579-540	HORT. BOOKS, DUES, PUB AND TRA	100	100
001-579-115	HORT. ATHLETIC FACILITY MEMBER	50	50
001-579-550	HORT. TRAINING AND EDUCATION	500	500
	TOTAL HORTICULTURE EXPENSES	194,091	216,849
	TOTAL PARKS AND RECREATION EXPENSES		
	TOTAL GENERAL FUND EXPENSES	2,619,542	5,177,545
	INFRASTRUCTURE		
101-521-644	INFRA VEHICLE - LPPD	92,000	59,336
101-580-600	INFRA ROADS	-	25,000
101-581-910	UNCATEGORIZED EXPENSES	294,792	331,282
	TOTAL INFRASTRUCTURE EXPENSES	386,792	415,618
	CRA EXPENSES		

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
103-513-320	ACCOUNTING AND AUDITING	6,000	6,000
103-513-490	OTHER CURRENT CHARGES (REPORTI	175	200
103-513-550	TRAINING AND TRAVEL	-	1,500
103-535-600	SEWE TO SEPTIC PROGRAM	-	32,000
103-541-600	SIDEWALKS, STREETS & ROADS	231,004	30,000
103-541-600	DOWNTOWN FLOWERS, BANNERS, SIGNSGE	-	80,000
103-541-600	SIDEWALKS, STREETS & ROADS PAVING	-	20,000
103-572-600	PARKS	-	180,000
103-581-000	CRA UNCATEGORIZED EXPENSE (FUN	-	174,703
	TOTAL CRA EXPENSES	237,179	524,403
	CAPTIAL PROJECT FUND - GRANT		
300-533-602	CDBG WATER LINE REPLACEMENT	16,768	-
300-535-012	DEP WW. SALARIES DEP SSCP	-	35,660
300-535-031	DEP PRE DESIGN STUDY	1,000,000	-
300-535-032	DEP DESIGN AND PERMITTING	4,000,000	-
300-535-033	DEP BIDDING AND CONRACTOR SELE	-	24,961,763
300-535-034	DEP PROJECT MANAGEMENT	90,000	-
300-535-210	WW. SOCIAL SECURITY/MEDICARE	-	2,728
	TOTAL CAPTIAL PROJECT FUND - GRANT EXPI	5,106,768.00	25,000,150
	WATER SYSTEMS		
401-533-012	REG WAGES	556,910	567,600
401-533-013	OTHER PAY	-	1,199
401-533-014	OT WAGES	-	30,000
401-533-023	HEALTH-LIFE INSURANCE	118,782	138,204
401-533-121	AUTO USE	8,046	4,806
401-533-210	SOCIAL SECURITY/MEDICARE	42,604	45,716
401-533-220	RETIREMENT	111,790	114,541
401-533-310	LEGAL COUNSEL	10,000	10,000
401-533-311	ENGINEERING	10,000	10,000

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
401-533-320	ACCOUNTING & AUDITING	14,910	5,100
401-533-322	IT SERVICES	4,500	16,200
401-533-340	CONTRACTUAL SERVICES	2,500	2,500
401-533-341	LAB TESTING	12,000	18,000
401-533-410	COMMUNICATION	27,000	32,000
401-533-420	POSTAGE	15,000	15,000
401-533-430	ELECTRICITY	72,000	72,000
401-533-450	TOWN INSURANCE	134,584	134,584
401-533-460	REPAIR AND MAINTENANCE - OTHER	10,000	10,000
401-533-461	CROSS CONNECTION	15,000	10,000
401-533-462	DISTRIBUTION LINE REPAIR	20,000	15,000
401-533-463	EMERGENCY GENERATOR	12,000	15,000
401-533-464	WA WATER TANK MAINTENANCE REPA	-	50,000
401-533-465	HYDRANT REPAIR	500	-
401-533-466	VEHICLE REPAIR	10,000	10,000
401-533-467	SAFETY PRORAM	1,000	1,000
401-533-469	WATER PLANT MAINTENANCE	25,000	20,000
401-533-471	COPIER, PRINTING & BINDING	2,000	2,000
401-533-480	LEGAL ADVERTISEMENT	2,500	4,000
401-533-490	OTHER CURRENT CHARGES	1,000	500
401-533-494	PLANT LICENSES RENEWAL	650	-
401-533-510	OFFICE SUPPLIES	5,000	3,000
401-533-520	OPERATING SUPPLIES	18,696	18,696
401-533-521	FUEL	38,000	25,000
401-533-522	UNIFORMS & WORK BOOTS]	4,500	5,000
401-533-525	CHEMICALS	50,000	55,000
401-533-526	ADMINISTRATIVE COSTS	35,000	35,000
401-533-529	SOFTWARE	10,863	9,687
401-533-540	DUES, SUBSCRIPTION, MEMBERSHIP	3,000	3,000
401-533-115	ATHLETIC FACILITY MEMBERSHIP	300	50

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
401-533-550	TRAINING AND EDUCATION	5,000	8,000
401-533-600	CAPITAL IMPROVEMENTS	176,865	105,616
401-533-631	REPLACE/NEW METERS AND LINES	-	50,000
401-533-643	LOCATING EQUIPMENT	8,000	1,000
401-533-644	NEW EQUIPMENT	69,453	25,000
401-533-645	VEHICLE PURCHASE	74,800	-
401-533-652	LP PIPE BURSTING CONSTRUCTION	-	700,000
401-533-657	LPC3 CONSTRUCTION	-	1,661,000
401-581-006	TRANSFER SYS DEVELOPMENT FEE	50,000	30,000
	TOTAL WATER SYSTEMS EXPENSES	1,854,753	4,090,000
	WASTEWATER (SEWER)		
402-535-012	REG WAGES	416,520	362,581
402-535-013	OTHER PAY	-	656
402-535-014	OT WAGES	-	20,000
402-535-023	HEALTH-LIFE INSURANCE	73,702	75,614
402-535-121	AUTO USE	5,400	3,240
402-535-210	SOCIAL SECURITY/MEDICARE	31,864	29,267
402-535-220	RETIREMENT	91,068	66,566
402-535-310	LEGAL COUNSEL	10,000	15,000
402-535-312	ENGINEERING	3,000	1,000
402-535-320	ACCOUNTING & AUDITING	8,875	9,000
402-535-322	IT SERVICES	2,700	12,000
402-535-340	CONTRACTUAL SERVICES	5,000	1,000
402-535-410	COMMUNICATION	15,000	15,000
402-535-420	POSTAGE	6,000	6,000
402-535-430	ELECTRICITY	80,000	80,000
402-535-450	TOWN INSURANCE	76,905	76,905
402-535-460	REPAIR & MAINTENANCE	7,500	7,000
402-535-463	REPAIR VEHICLE	5,000	5,000

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
402-535-464	REPAIR GRAVITY (LIFT STATION)	40,000	25,000
402-535-465	REPAIR WWTP GENERATORS	7,500	5,000
402-535-466	REPAIR WWTP	25,000	25,000
402-535-467	REPAIR IRRIGATION HWY_RESUE	-	2,000
402-535-471	COPIER, PRINTING & BINDING	1,200	1,500
402-535-480	ADVERTISEMENT	2,000	2,000
402-535-490	MISCELLANEOUS EXPENSES	500	200
402-535-510	OFFICE SUPPLIES	3,000	1,500
402-535-520	OPERATING SUPPLIES	12,200	12,200
402-535-521	FUEL	9,022	6,000
402-535-522	UNIFORMS & BOOTS	900	2,000
402-535-524	SLUDGE	40,000	40,000
402-535-525	LAB	30,000	20,000
402-535-526	SAFETY	1,000	1,000
402-535-527	CHEMICALS	20,000	18,000
402-535-528	ADMINISTRATIVE COSTS	14,000	15,000
402-535-529	SOFTWARE	2,837	8,098
402-535-015	DUES, SUBSCRIPTION, MEMBERSHIP	600	5,000
402-535-115	ATHLETIC FACILITY MEMBERSHIP	150	50
402-535-550	TRAINING AND EDUCATION	4,000	4,000
402-535-600	CAPITAL IMPROVEMENTS	46,085	38,853
402-535-602	CAPITAL OUTLAY - GRANT	-	-
402-535-644	NEW EQUIPMENT	10,000	-
402-535-653	LP CAMP & CONFERENCE CENTER	-	1,170,000
402-535-700	DEBT - DEP LOAN I	-	-
402-535-701	DEBT - DEP LOAN II	61,362	61,362
	TOTAL WASTEWATER (SEWER) EXPENSES	1,169,890.00	2,249,594

CEMETERY

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
403-580-012	REG WAGES	14,497	15,996
403-580-013	OTHER PAY	-	35
403-580-014	OT WAGES	-	300
403-580-023	HEALTH-LIFE INSURANCE	3,578	4,034
403-580-121	AUTO USE	-	54
403-580-210	SOCIAL SECURITY/MEDICARE	1,109	1,247
403-580-220	RETIREMENT	2,648	2,922
403-580-310	ACCOUNTING & AUDIT	355	2,100
403-580-311	LEGAL COUNSEL	400	400
403-580-312	LAND SURVEYOR/APPRaiser	6,000	100
403-580-322	IT SERVICES	900	1,200
403-580-410	COMMUNICATIONS	1,000	1,000
403-580-420	POSTAGE	50	50
403-580-430	ELECTRICITY	7,000	5,000
403-580-450	TOWN INSURANCE	3,204	3,204
403-580-460	REPAIR & MAINTENANCE	7,000	15,000
403-580-463	SAFETY EQUIPMENT	50	50
403-580-471	COPIER, PRINTING & BINDING	500	500
403-580-480	ADVERTISEMENT	150	150
403-580-490	OTHER CURRENT CHARGES	1,500	1,500
403-580-491	ENGRAVING	700	-
403-580-510	OFFICE SUPPLIES	400	400
403-580-520	OPERATING SUPPLIES	700	700
403-580-521	FUEL	403	400
403-580-522	UNIFORMS & WORK BOOTS	400	400
403-580-523	CHEMICALS	600	200
403-580-525	ADMINISTRATIVE COSTS	3,500	4,000
403-580-529	SOFTWARE	811	510
403-580-540	DUES, SUBSCRIPTION, MEMBERSHIP	75	100
403-580-115	ATHLETIC FACILITY MEMBERSHIP	50	50

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
403-580-550	TRAINING AND EDUCATION	-	100
403-580-600	CAPITAL IMPROVEMENTS	10,000	-
403-580-910	INTRAGOV'T TRANSFER - CEM TRST	-	18,000
	TOTAL CEMETERY EXPENSES	67,580	79,702
	WATER/SEWER CAPITAL IMP		
404-533-600	CAPITAL OUTLAY	-	50,000
404-533-605	GENERATOR	80,000	-
404-581-999	UNCATEGORIZED EXPENSES	50,500	-
	TOTAL WATER/SEWER CAPITAL IMP EXPENSES	130,500	50,000
	SANITATION/REFUSE		
409-534-012	REG WAGES	378,794	374,157
409-534-013	OTHER PAY	-	719
409-534-014	OT WAGES	-	12,000
409-534-023	HEALTH-LIFE INSURANCE	92,511	89,792
409-534-121	AUTO USE	400	540
409-534-210	SOCIAL SECURITY TAXES	28,978	29,541
409-534-220	RETIREMENT	63,541	63,492
409-534-310	LEGAL COUNSEL	4,500	1,000
409-534-320	ACCOUNTING & AUDITING	4,615	5,100
409-534-322	IT SERVICES	900	5,400
409-534-410	COMMUNICATION	7,500	4,500
409-534-420	POSTAGE	1,500	1,500
409-534-430	ELECTRICITY	3,000	3,000
409-534-450	TOWN INSURANCE	28,840	28,840
409-534-460	REPAIR & MAINT. - TRUCKS / VE	90,000	90,000
409-534-461	REPAIR & MAINT. - DUMPSTER / C	4,000	5,000
409-534-462	REPAIR & MAINTENANCE: EQUIPMEN	5,000	5,000
409-534-463	LANDFILL FEE_COMM	200,000	200,000

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (BUDGET)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025 (PROPOSED)
409-534-464	SAFETY EQUIPMENT	1,500	500
409-534-471	COPIER, PRINTING & BINDING	1,200	600
409-534-480	ADVERTISEMENT	5,000	500
409-534-490	OTHER CURRENT CHARGES	200	200
409-534-510	OFFICE SUPPLIES	1,500	1,500
409-534-521	FUEL	46,837	50,000
409-534-522	UNIFORMS & WORK BOOTS	3,500	3,500
409-534-523	SOFTWARE	1,149	1,275
409-534-525	CHEMICALS	-	180
409-534-526	ADMINISTRATIVE COSTS	8,000	8,000
409-534-527	OPERATING SUPPLIES: OTHER	3,968	968
409-534-015	MEMBERSHIP, DUES, TRAVEL & SUB	500	500
409-534-115	ATHLETIC FACILITY MEMBERSHIP	50	50
409-534-550	TRAINING AND EDUCATION	800	1,000
409-534-620	DUMPSTER REPLACEMENT	30,000	20,000
409-534-641	MACHINERY AND EQUIPMENT	5,000	5,000
409-581-100	TRANSFER OUT - LOAN REPYMT GF	-	21,156
409-581-101	TRANSFER OUT - LOAN REPYMT INFR	43,290	40,763
	TOTAL SANITATION/REFUSE EXPENSES	1,066,573	1,075,273
	WASTEWATER LOAN REPAYMENT ACCOUNT		
412-535-730	DEBT - DEP LOAN I	-	-
412-535-731	DEBT - DEP LOAN II	61,361	61,361
412-581-000	UNCATEGORIZED EXPENSES RESERVE	-	100
	TOTAL WASTEWATER LOAN REPAYMENT EXP	61,361	61,461
	CEMETERY TRUST		
413-581-999	CATEGORIZED EXPENSES	18,500	18,500
	TOTAL CEMETERY TRUST EXPENSES	18,500	18,500
	TOTAL GOVERNMENTAL EXPENSES	12,719,438	38,742,247

Highlands County **Expenditures By Cost Center - Detail 1 Year**

Center: 6101 RECREATION

Fund	Account	Proj/Acct	Title	2023 - 2024 Budget	2023 - 2024 Actuals	Current EOY Projection	2024 - 2025 Request	Variance
005	54913	57200	AVON PARK <i>CITY OF AVON PARK RECREATION REQUEST</i>	\$125,000	\$0	\$0	\$125,000 \$125,000	0.0%
005	54914	57200	SEBRING <i>CITY OF SEBRING RECREATION REQUEST</i>	\$125,000	\$0	\$0	\$125,000 \$125,000	0.0%
005	54915	57200	LAKE PLACID <i>TOWN OF LAKE PLACID RECREATION REQUEST</i>	\$125,000	\$0	\$0	\$125,000 \$125,000	0.0%
005	54955	57200	SUN 'N LAKES-SEBR IMPR DIST <i>SUN 'N LAKES-SEBR IMPR DISTRICT REQUEST</i>	\$0	\$0	\$0	\$50,000 \$50,000	100.0%
005	54956	57200	SPRING LAKE IMPR DISTRICT <i>SPRING LAKE IMPR DISTRICT</i>	\$0	\$0	\$0	\$50,000 \$50,000	100.0%
Non Personal Expenditures				\$375,000	\$0	\$0	\$475,000	26.7%
Center: 6101 RECREATION				\$375,000	\$0	\$0	\$475,000	26.7%

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jun 3, 2025

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request Adoption of Resolution 24-25-101 for Budget Amendment 24-25-073 to appropriate awarded FY 24-25 Drone Replacement Program grant/project funds.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to Adopt Resolution 24-25-101 for Budget Amendment 24-25-073 to appropriate awarded FY 24-25 Drone Replacement Program grant/project funds.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$150,000.00 which is being appropriated in cost center 3101 (Sheriff-005), account 56001Z (Project Capital Outlay), and account 53001Z (Project Operating Expense) in the amounts of \$124,374.00 and \$25,626.00, respectively, all in Project 24044 (24-25 Drone Replacement Program).

Attachments: [24-25-073 Project 24044 24-25 Drone Replacement Program \(BA\).pdf](#)
Attachments: [24-25-073R Project 24044 24-25 Drone Replacement Program \(Resolution\).pdf](#)
Attachments: [Reg.-1212-2024 Sheriff Drone Prog Statement of Issue.pdf](#)

May 20, 2025

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 5/19/2025

SUBMITTED BY: Sheriff

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

PROJECT(S) #: **24044** PROJECT TITLE(S): **24-25 Drone Replacement Program** COST CENTER TITLE(S): **Sheriff-005, Law Enforcement Other**

*list additional cost centers on reverse side of form

[illegible]

REASON: To appropriate grant funds awarded funds for the 24-25 Drone Replacement Program into Project 24044.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 24-25-073

TRANSFER TYPE:

Approval

ACTION:

Board	Approved	Denied
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County Administrator Approved Denied

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk:

RESOLUTION NO. 24-25-101

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-073 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 24-25-073 is hereby approved and authorized to set up and appropriate funding for project #24044 24-25 State Drone Replacement Program. The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$150,000.00.

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 3rd day of June, 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk of Court

The Highlands County Sheriff's Office received a grant award from the FDLE for the 24-25 Drone Replacement Program in the amount of \$150,000.00. This grant award requires no local match. This Budget Amendment is necessary to appropriate the funds for FY 24-25 Drone Replacement Program into Project 24044.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Mitchell D. Thomas, P.E., Assistant County Engineer -Stormwater

SUBJECT/TITLE: Request approval of Budget Amendment 24-25-079 to reallocate funds within Fund 110 (Transportation Trust Fund) and Fund 401 (Solid Waste Trust Fund) for the purchase of a SkyScout Pro Drone.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-079 to reallocate funds within Fund 110 (Transportation Trust Fund) and Fund 401 (Solid Waste Trust Fund) for the purchase of a SkyScout Pro Drone.

FISCAL IMPACT

There is no fiscal impact to the overall budget as the funds were budgeted within the FY 24-25 Budget within Cost Center 4101 (Engineering Services) and Cost Center 4210 (Refuse Disposal). This Budget Amendment is simply reallocating funds to the correct cost center and account within the fund and transferring funds from the project to Cost Center 4101, (Engineering Services) Account 56400 (Machinery and Equipment) in the amount of \$85,000.

Attachments: [Statement of Issue 1216-2024.pdf](#)

Attachments: [24-25-079 Drone Purchase - 4101_4210.pdf](#)

Statement of Issue 1216-2024

The purpose of this Budget amendment is to replace the DJI Phantom 4 drone which was made in China and is used by the Landfill and Engineering. Florida Statute 934.50 mandates that governmental agencies in Florida use drones produced by manufacturers meeting the minimum security requirements outlined in Rule 60GG-2.0075, Florida Administrative Code. Our current drone doesn't meet these requirements and needs to be replaced with a drone certified to meet the Florida Statute.

Extensive research has been conducted and the SkyScout Pro, manufactured by WISPR Systems, is in full compliance with Florida statutes 934.50, as well as meets the requirements set forth for rule 60GG-2.0075. This drone will serve the needs of the Landfill and Engineering for many years.

REVIEWED
O.M.B DEPARTMENT
May 23, 2025

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

SUBMITTED BY: Mitch Thomas, P.E., Asistant County Engineer-Stormwater

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

REASON: This budget amendment is necessary to reallocate funds within Fund 110 , Cost Center 4101, Account 53400Z (Project Contractual Services) and Fund 401, Cost Center 4210, Account 55200 (Operating Supplies) to Account 56400 (Machinery & Equipment) for the purchase of a drone that will be used by both Engineering & Solid Waste.

TRANSFER TYPE:

XX	ITEM TO ITEM
	RESERVE
	BY RESOLUTION
	SUPPLEMENTAL BUDGET

Posted by Clerk:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jun 3, 2025

PRESENTER: Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Request adoption of Resolution 24-25-090 for Budget Amendment 24-25-065 for Project #21062, Lake June-in-Winter Catfish Creek Best Management Practices (BMPs).

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-090 for Budget Amendment 24-25-065 for Project #21062, Lake June-in-Winter Catfish Creek Best Management Practices (BMPs).

FISCAL IMPACT

Fiscal Impact is an increase to Fund 005 (General), Project 21062 Lake June-in-Winter Catfish Creek BMP, cost center 6303 Natural Resources, account 56300Z Project Improvements, in the amount of \$151.86.

Attachments: [24-25-065 Proj 21062 Lk June Catfish Creek Add'l Funding.pdf](#)

Attachments: [24-25-065R Proj 21062 Lk June Catfish Creek Add'l Funding \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

SUBMITTED BY: **Dawn Ritter**

*list additional cost centers on reverse side of form

REASON: To appropriate additional funding for advertisement cost in the amount of \$151.86 for Project 21062.

Posted by Clerk:

RESOLUTION NO. 24-25-090

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-065 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 23-24-065 is hereby approved and authorized to appropriate additional funding of \$151.86 for project #21062 – Lake June-in-Winter Catfish Creak Best Management Practices for FY 24/25. The net fiscal impact is an increase in the amount of \$151.86.

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 3rd day of June, 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of Amendment 1 between Central Square Technologies and Highlands County.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Amendment 1 between Central Square Technologies and Highlands County.

FISCAL IMPACT

The fiscal impact for year 25/26 is \$60, 227 for the Board and 5 Constitutional Agencies. The Board's portion of the allocation is \$26,036 and will be budgeted in the General Fund, Central Services cost center.

Attachments: [Central Square statement of issue 6-3-25.pdf](#)

Attachments: [Amendment_1.Central_Square_\(2025.05.23\)_v2_Final_\(TBE_CST signed\) 5.27.2025_.pdf](#)

The purpose of the Central Square Technologies amendment is to provide for the total employees County-wide, which is 960. The number of users, which is different than the total employee count, was provided for in the original agreement.

AMENDMENT 1
TO AGREEMENT BETWEEN HIGHLANDS COUNTY, FLORIDA
AND CENTRALSQUARE TECHNOLOGIES, LLC

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 CentralSquare Technologies, LLC, 1000 Business Center Drive, Lake Mary, FL 32746, hereinafter referred to as “CentralSquare” (the “Parties” and each a “Party”).

WITNESSETH:

WHEREAS, on September 17, 2024, the COUNTY entered into an agreement with CentralSquare, to provide cloud based Enterprise Resource planning solutions software (“software”) to the COUNTY (the “Agreement”); and

WHEREAS, the Agreement provides for all Highlands County Constitutional Officers to utilize the Finance Enterprise and UKG portions of the software for their individual and respective financial and employee time keeping transactions; and

WHEREAS, the Agreement contemplated the total number of users for the Finance Enterprise and UKG portions of the software based on those employees of the COUNTY and those employees of the Highlands County Constitutional Officers who possess an enterprise email account; and

WHEREAS, the COUNTY would like to increase the total number of requested users for the Finance Enterprise and UKG portions of the software to account for every employee of Highlands County and the Highlands County Constitutional Officers, whether or not they possess an enterprise email account, and to allow for future expansion; and

WHEREAS, the Parties have determined that it is in their mutual best interest to amend the Agreement to account for additional authorized users of the Finance Enterprise and UKG portions of the software as set forth herein.

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 CentralSquare is amended as follows:

1. **EXHIBIT 1** is hereby amended to add **EXHIBIT 1-1**, attached hereto as Exhibit A.
2. The Agreement is hereby amended to add the following provisions:

43. Foreign Country of Concern.

- A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, CentralSquare 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 CentralSquare; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.
- B. CentralSquare 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.

44. Forced Labor or Human Trafficking.

- A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, CentralSquare 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. CentralSquare 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.
- 3. 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.
 - 4. 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.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment 1 effective the date of execution by the COUNTY.

HIGHLANDS COUNTY

ARLENE TUCK, Chair

Date: _____

ATTEST:

Jerome Kaszubowski, Clerk

**CENTRALSQUARE
TECHNOLOGIES, LLC**

DocuSigned by:
Ron Anderson
By: _____
D0E45EA2938A4EB...
Print: Ron Anderson
Title: Chief Revenue Officer

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [] physical presence or ☒ online notarization of Ron A. Anderson as Chief Revenue Officer of CentralSquare Technologies, LLC, who personally swore or affirmed that he/she is authorized to execute this Amendment 1 and thereby bind CentralSquare Technologies, LLC, and who is personally known to me or who produced known _____ as identification, and who did/did not take an oath this 27th day of May, 2025.

(stamp)



CLAIRE P. THOMPSON
Notary Public
State of Florida
Comm# HH228669
Expires 2/14/2026

Signed by:
Claire Thompson

92BE24FF6BA34B5...
NOTARY PUBLIC

Exhibit A

Exhibit 1-1

(Attached)

EXHIBIT 1-1

WHAT SOFTWARE IS INCLUDED?

FINANCE ENTERPRISE					
	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	HCM Employee Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	275	15.00	- 550.00	3,575.00
Finance Enterprise Software Subtotal					4,125.00 USD
Finance Enterprise Software Discount					- 550.00 USD
Finance Enterprise Software Total					3,575.00 USD

UKG READY				
	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
2.	UKG Document Manager Annual Subscription Fee	275	27.30	7,507.50
3.	UKG Ready Accruals Per Employee Annual Subscription Fee	275	8.64	2,376.00
4.	UKG Ready HR Per Employee Annual Subscription Fee	275	56.16	15,444.00
5.	UKG Ready Recruiting Per Employee Annual Subscription Fee	275	8.64	2,376.00
6.	UKG Ready Time Keeping Per Employee Annual Subscription Fee	365	56.16	20,498.40
UKG Ready Software Total				48,201.90 USD

SOFTWARE SUMMARY

Software Subtotal	52,326.90 USD
Software Discount	- 550.00 USD
Software Total	51,776.90 USD

WHAT SERVICES ARE INCLUDED?

UKG READY	
DESCRIPTION	TOTAL
1. UKG Ready Setup Fee Services (One Time Fee) - Fixed Fee	8,450.00
UKG Ready Services Total	8,450.00 USD

EXHIBIT 1-1

SERVICES SUMMARY

Services Total	8,450.00 USD
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SUMMARY

Software Subtotal	52,326.90 USD
Services Subtotal	8,450.00 USD
Subtotal	60,776.90 USD
Discount	- 550.00 USD
Total	60,226.90 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	51,776.90
FIRST YEAR RECURRING SERVICES TOTAL	0.00

EXHIBIT 1-1

Payment Terms for Exhibit 1-1:

Subscriptions:

-If applicable, Annual Subscription Fees are due at Go-Live, and annually thereafter on the anniversary of the Go-Live Date.

-Annual Subscription Fees shall increase by 5% each year.

Third-Party:

-If applicable, Third-Party Software Fees are due on October 1st, 2025. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.

-If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Additional Users:

CentralSquare agrees that Customer can add additional users throughout the Term of the Agreement for any of the Solutions listed in the Agreement and any Amendments and/or Exhibits thereto, without having to amend the Agreement further. Any additional fees for added users will be charged at the same price reflected in the Agreement, and will be charged to Customer at the next annual renewal.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Gail T. Werley, CAC Manager

SUBJECT/TITLE: Request approval of Budget Amendment 24-25-077 to realign funds in Projects 20027, 23107, and 17020 (Stop Child Abuse License Plates) for Travel and per Diem for CAC Staff to attend the Crimes Against Kids Conference in July 2025.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-077 to realign funds in Projects 20027, 23107, and 17020 (Stop Child Abuse License Plates) for Travel and per Diem for CAC Staff to attend the Crimes Against Kids Conference in July 2025.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [24-25-077 Realigning Funds Proj 20027_17020_23107 \(BA\) \(002\).pdf](#)
Attachments: [STATEMENT OF ISSUE SCALP REALIGNMENT OF FUNDS 6.03.25.pdf](#)

May 20, 2025

BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

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

DATE: 5/5/2025

SUBMITTED BY: Gail Werley

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3995
PROJECT(S) #: 20027, 23107, & 17020 PROJECT TITLE(S): SCALP 20-21, SCALP LP-VC 24/25 & FNCAC-CAC23 COST CENTER TITLE(S): Children's Advocacy Center
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3995	53400Z	Project Contractual Services	20027	105.00		105.00	0.00
E	005	3995	54000Z	Project Travel & Per Diem	20027	0.00	105.00		105.00
E	005	3995	55403Z	Project Education & Training	23107	1,400.00		620.73	779.27
E	005	3995	54000Z	Project Travel & Per Diem	23107	1,789.03	620.73		2,037.45
E	005	3995	55200Z	Project Operating Supplies	17020	758.32		758.32	0.00
E	005	3995	54000Z	Project Travel & Per Diem	17020	0.00	758.32		758.32

Don't currently have this as a exp acct to this proj

starting budget wrong

REASON: To re-allocate funds for projects SCALP 20-21, SCALP LP-VC 24-25, and FNCAC 17-18 to be utilized for education and training & travel & per diem.

OFFICE USE ONLY

OMB RECOMMENDATION:

Approval
Denial

REQUEST # 24-25-077

TRANSFER TYPE:

ACTION:

Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

DATE: / /

Signature:

Posted by Clerk:

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Gail T. Werley, Children's Advocacy Center Manager

SUBJECT/TITLE: Request approval of Budget Amendment 24-25-077 to realign funds in Projects 20027, 23107, and 17020 (Stop Child Abuse License Plates) for Travel and per Diem for CAC Staff to attend the Crimes Against Kids Conference in July 2025.

STATEMENT OF ISSUE:

The Children's Advocacy Center is sending five staff members to the Crimes Against Kids Conference in Orlando in July of 2025. The proposed Budget Amendment 24-25-077 will utilize grant dollars from previous years' Stop Child Abuse License Plates to pay for a portion of the registration costs and travel and per diem. Staff will have the opportunity to attend conference sessions to improve and expand their knowledge of issues relating to child abuse and neglect, and to collaborate with other CACs and members of the FNCAC.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Reagan Fultz, Tourism Marketing & Project Manager Brandon Gunn,
Parks & Facilities Director Casey Hartt, Tourism Lead Marketing
Consultant

SUBJECT/TITLE: Request approval of License Agreement between County and
ROAM Projects for special use of H.L. Bishop Park for an
overnight sports tourism event, Last Paddler Standing, from
December 5-8, 2025.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve License Agreement between County and ROAM Projects for special use of H.L. Bishop Park for an overnight sports tourism event, Last Paddler Standing, from December 5-8, 2025.

FISCAL IMPACT

There is a fiscal impact increase of revenue in the amount of \$1,076.40 to the General Fund (005) account 3475400. There is also a Fiscal Impact of \$10,000 to Fund 152 (Tourist Development Trust) for the expense of advertising Visit Sebring and Highlands County during the event's broadcast.

Attachments: [Statement of Issue - LPS.pdf](#)

Attachments: [Facilty Use Agreement.gw signed.pdf](#)

Statement of Issue:

In late 2024, ROAM Projects connected with the Tourist Development office about relocating their annual Last Paddler Standing event to Highlands County for their 2025 event to be held in December.

Last Paddler Standing is an internationally recognized endurance stand up paddle boarding event in which participants compete in a last-person-standing format, completing loops on the water within repeating one-hour periods, with the loop extending at the 48-hour mark, until only one paddler remains. The event draws athletes, spectators, and media coverage from across the country and internationally.

After discussing the event's requirements of a facility and completing site tours, the event organizer determined H.L. Bishop to be their preferred location for the event. In discussions with the Parks & Facilities team, and the County's Legal office, it was determined that a special Facility Use Agreement would be required to allow the sports tourism event to utilize H.L. Bishop Park for overnight activities from December 5–8, 2025. This includes permission for extended park access to support event operations, participant rest periods, safety monitoring, and logistics over the multi-day competition.

In addition to the facility use, the event organizers presented the opportunity for Visit Sebring to advertise during their 50+ hour live broadcast, social media channels, podcast interviews, and more at the cost of \$10,000. The \$10,000.00 would come from Tourist Development Tax funds which the TDC allocates towards advertising opportunities throughout the year to promote the Visit Sebring brand and Highlands County as a tourism destination during broadcast events. This event's broadcast will be streamed in real time through the entirety of the event and will be archived permanently on YouTube, providing ongoing exposure for the county as a premier outdoor and sports tourism destination.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring Florida 33870 ("COUNTY") and ROAM Projects, 302 Redfern Street, Birmingham AL 35209, ("LICENSEE"). The COUNTY and LICENSEE are collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the COUNTY operates and maintains a public park under a lease with the Town of Lake Placid on that property located at 10 June Clubhouse Rd., Lake Placid, FL 33852 (hereinafter referred to as "HL Bishop Park" or "Park" or "Property"), and

WHEREAS, pursuant to its lease with the Town of Lake Placid, the COUNTY has the right and authority to operate HL Bishop Park as it deems necessary and appropriate; and

WHEREAS, the LICENSEE desires to host an event titled "Last Paddler Standing" at HL Bishop Park from December 5, 2025 through December 8, 2025 (the "Event"); and

WHEREAS, COUNTY desires to support the Event by granting LICENSEE a revocable license to utilize portions of HL Bishop Park and by utilizing funds from the Tourist Development Council ("TDC") for advertising and promotion of the Event;

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

NOW THEREFORE, in consideration of the above stated recitals, the mutual covenants, terms and conditions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Grant of Rights.** The COUNTY hereby grants a limited and revocable license to LICENSEE to utilize the portions of HL Bishop Park as depicted in **Exhibit "A"** attached hereto ("Licensed Premises") for the purpose of holding the Event, from noon on Friday, December 5, 2025 through 1:00pm on Monday, December 8, 2025. The Licensed Premises are being made available to LICENSEE in an "as is" condition. COUNTY will not provide any set-up for the Event and makes no representations or warranties as to the safety or suitability of the Licensed Premises for the purposes set forth herein. COUNTY shall not be responsible for any costs or obligations to LICENSEE relating to this Agreement. LICENSEE acknowledges it has inspected the Licensed Premises to determine if the location is safe and suitable for LICENSEE's intended use of same. LICENSEE agrees to notify COUNTY of any issues or safety concerns that it observes on the Licensed Premises during the term of this Agreement. The LICENSEE shall provide COUNTY with the total number of anticipated persons that will be attending the Event within thirty (30) days prior to the start of the Event. The building located on the Property has a maximum capacity of ninety-nine

(99) persons and the LICENSEE's use of the building shall not exceed this maximum.

2. Permitted Uses.

a. Subject to the terms and conditions of this Agreement, LICENSEE may use the Property licensed to LICENSEE herein, solely for the Event on the dates and times described above, which includes use of the clubhouse on the south side of the Park, (collectively, the "Permitted Use"). LICENSEE shall not utilize any other portion of the Park not included in the Licensed Premises. LICENSEE's use of the Licensed Premises shall not unreasonably interfere with, disrupt, or obstruct the COUNTY's exiting use of the Park, the public's use of other areas of the Park and amenities within, nor infringe upon the normal method of operations of any parties authorized, as of the commencement of the term of this Agreement, to conduct business near the Licensed Premises. LICENSEE shall not damage the Property and shall immediately repair, at its cost, any and all damage to the Property directly resulting from LICENSEE's exercise of its rights hereunder. This includes any damage caused by LICENSEE, its officers, employees, agents, subcontractors, vendors, participants, patrons, and invitees. COUNTY, at its sole discretion, may elect to repair any such damages to the Licensed Premises and the Park and, thereafter, invoice LICENSEE for all of COUNTY's costs incurred in repairing such damage. Any such invoice shall be paid within thirty (30) days of issuance of same. LICENSEE's use of the Property shall create no responsibility or liability whatsoever on the part of the COUNTY. Notwithstanding anything stated herein to the contrary, LICENSEE shall not perform any installation, maintenance or other activity which will cause damage to the Property.

b. Alcohol will not be allowed at the Event. Pursuant to Highlands County Ordinance 20-21-04, the consumption of alcoholic beverages is permitted at certain specified County facilities provided that the primary focus of the Event is not children, and the proper insurance, indemnification and other requested documentation is provided to the County ten (10) days prior to the Event. Any person convicted of violation of any of the provisions of this section shall be punished by a fine not to exceed Five Hundred Dollars and Zero Cents (\$500.00) or by imprisonment in the county jail for a period not to exceed sixty (60) days, or both such fine and imprisonment for each such offense. For the use of alcoholic beverages at any event, a Special Event permit must be filled out with the Highlands County Code Enforcement at 501 S. Commerce Ave in Sebring; Phone number 863-402-6638.

c. Pursuant to Highlands County Code of Ordinances, Section 7-4(k), *Hours of Use*, the COUNTY warrants that the County Engineer does not have an objection to the issuance of an after-hours vessel launching/camping registration for the Event and that this Agreement shall serve as same.

d. Key pick-up and drop-off location is: 636 S. Fernleaf Ave., Sebring, Florida 33870, Monday through Friday, 8:00am – 4:30pm. Key may not be picked up sooner than the first day of the Event. Key must be returned first business day after the Event. There will be a ten dollar (\$10.00) per day charge for each day the key is turned in late.

e. Rental Fees (due at time of execution of this Agreement):

- i. 0-50 people: \$100.00 plus tax (8:00am to 6:00pm)
- ii. 51+ people: \$130.00 plus tax (8:00am to 6:00pm)
- iii. An additional \$20.00 per hour, plus tax is charged for every hour after 6:00pm.

f. **DAMAGE DEPOSIT:** The required damage deposit of One Hundred Dollars and Zero Cents (\$100.00) is refundable to the LICENSEE after an authorized County employee evaluates the Property following the function. Repair and cleaning costs will be deducted from this deposit for damage not considered fair typical wear and tear. Costs exceeding the damage deposit will be billed to the LICENSEE. Refunds will not be given until any and all checks have cleared the payee's bank and a deposit has been made to the Highlands County account.

g. Refunds: Refunds will only be processed when reservations are canceled at least ten (10) days prior to the Event. Exceptions to this policy require County Administrator approval.

h. **Special Event Permit:** LICENSEE is required to obtain a Special Event Permit from the Highlands County Zoning Division for the Event.

i. Fireworks and explosives are not permitted on County property.

j. Smoking and/or the use of smokeless tobacco or snuff are not permitted on County property.

k. Animals: With the exception of certified service animals as defined by ADA and Florida Law, no animals are permitted on County property.

l. Decorations:

- a. Ceilings - Banners and bunting shall not be hung from the ceiling by any means, other than ceiling grid hangers (where ceilings have grids) specifically designed for this purpose. Tape, glue, pins, staples, nails, etc. may not be used. Any damage to the ceiling tiles or grids, regardless of hanging method, will be the responsibility of the renter.
- b. Walls – Nothing shall be hung on the walls in any building by any method. At no time will any notices to the public be removed or covered obscuring them from attendees.
- c. Tables – Table skirting may be fastened to tables by plastic clips or connectors specifically designed for this purpose. Tape, glue, pins, staples, nails, etc. must not be used.
- d. Confetti or glitter – The use of confetti and glitter is not permitted on

County property.

e. Candles – The use of candles or open flames is not permitted on County property.

m. Tables & Chairs: Tables and chairs are to be used inside the building only. Tables and chairs for use outside of the building must be privately procured by the LICENSEE. Some locations have tables and chairs available on roll carts; however, the LICENSEE is responsible for setting them up and properly placing them back on the cart at end of Event.

n. Doors: Doors are not to be propped open for any reason.

o. Food: If food is to be served and/or consumed inside the building, tablecloths must be used, and tables and chairs must be wiped down after use. If outdoor cooking equipment is used, such as smokers or grills, they must be set-up a minimum of fifty (50) feet from the edge of any building rooflines. Authorization must be obtained to sell food prior to any Event at all locations.

p. Housekeeping: Cleanup is the responsibility of the LICENSEE and all trash generated must be properly disposed of. LICENSEE must supply its own garbage bags and remove garbage from the building for proper disposal off premises. Floors are to be left broom cleaned and no substances are to be placed on floors for any purpose. The community building is not cleaned by COUNTY staff, so facilities must be left clean for the next renter. The deposit will be refunded only if the building and grounds have been cleaned and left in good condition and all rules have been followed. Failure to comply with any of the cleaning and/or rules will result in forfeiture of all or a portion of the deposit. If the LICENSEE leaves the building or grounds in a manner requiring damage repair or an extraordinary amount of clean-up, the LICENSEE will be charged an additional fee, as specified in the COUNTY's fee schedule located at the COUNTY's Office of Management and Budget website. This amount will be deducted from the refundable damage deposit and overages will be billed.

q. Physical Security: Physical security for the Property is the responsibility of the LICENSEE. All doors and windows must be checked to ensure they are secured prior to the LICENSEE leaving the building. The A/C and all switches must be in the off position or adjusted as instructed/posted at each location. All waterspouts must be in the off position. Lock all doors and gates. Check kitchen and restrooms to be sure sinks are turned off and flush toilets to be sure they are working and not clogged or running. Walk around the outside of the building and facilities to ensure all outside spigots are off, trash is picked up and there is no damage to the building or screens.

3. Access to Property.

a. Subject to LICENSEE's compliance with the terms of this Agreement and any applicable statutes, ordinances, and rules and regulations, COUNTY represents and warrants that during this Agreement Term, LICENSEE, its officers, employees, agents, subcontractors, vendors, participants, patrons, invitees, suppliers of services, and furnishers

of materials, shall have right of ingress and egress to and from the Park and the Licensed Premises for LICENSEE's Event operations under this Agreement. LICENSEE's permission to use parking spaces on the Property for the Event is not exclusive.

b. In the event that COUNTY determines it is necessary, in its sole discretion, in the interest of public health and safety, or COUNTY is required by any governmental authority with jurisdiction to undertake a mandatory closure of the Park or any portion thereof, or to cancel any activities within the Park, COUNTY may change the Park's hours of operation and activities accordingly. COUNTY shall not be held responsible for any lost revenue or loss of use of any portion of the Licensed Premises resulting from any mandatory closure of the Park pursuant to this Section.

c. COUNTY and its authorized agents shall have the right to enter upon the Licensed Premises at all times to inspect such premises to determine if LICENSEE is in compliance with this Agreement.

4. Term. The term of this License Agreement shall begin on December 5, 2025 and terminate at 11:59pm on December 8, 2025, unless terminated earlier at the request of LICENSEE or due to a breach of this Agreement.

5. LICENSEE's Maintenance and Repairs. During the term of this Agreement, LICENSEE shall have the obligation to maintain the Property at all times in a safe manner, free of any hazardous or dangerous conditions. LICENSEE shall not dump, cause to be dumped or allow the dumping of any hazardous or other inappropriate substances on the Property, HL Bishop Park or the waters adjacent to HL Bishop Park. If LICENSEE, or its employees, agents, customers, invitees or the like, causes damage or harm to, or in any way alters or impedes proper use of the Property or HL Bishop Park, LICENSEE shall take immediate steps to promptly repair and/or mitigate the same at its sole cost and expense. LICENSEE shall be responsible for informing the COUNTY of any and all injuries or damage to any real or personal property during the Event.

6. Other Obligations of LICENSEE.

a. LICENSEE shall provide at its own expense, portable restrooms in accordance with Chapter 62-6.0101, Florida Administrative Code (F.A.C.) and adequate trash dumpsters at the locations identified in **Exhibit "A"** attached hereto. The portable restrooms, dumpsters, and all other equipment, materials, supplies, and personal property related to the Event shall be placed on the Licensed Premises no sooner than twenty-four (24) hours prior to the start of the Event and must be removed by 5:00pm on Monday, December 8, 2025. In addition to the foregoing, LICENSEE shall also provide adequate lighting for the Event at its own expense, and comply with all other requirements of Highlands County Ordinance Sec. 8.7-4. Should LICENSEE fail to remove the portable restrooms, dumpsters, and all other equipment, materials, supplies, and personal property related to the Event by the above deadline, COUNTY, at its sole discretion, may deem such items to be abandoned, and elect to make arrangements for removal, and, thereafter, invoice

LICENSEE for all of COUNTY's costs incurred in removing such items. Any such invoice shall be paid within thirty (30) days of issuance of same.

b. LICENSEE shall not permit music, audio merchandising, background sounds, or other noise or sounds to be audible outside of the immediate Event areas within the Licenses Premises. All sounds or noise including, but not limited to, music generated at or caused by the Event, or emanating from any Event area within the Licensed Premises shall be kept to reasonable levels and must be turned off and remain off at the request of the COUNTY.

7. **Permits.** LICENSEE shall procure and obtain, at its sole cost, all permits, licenses, and approvals, required by any and all federal, state, and local laws, for its operations and performance under this Agreement.

8. **Insurance.**

a. LICENSEE 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, within thirty (30) days of the execution of this Agreement by the last signing Party:

i. AUTOMOBILE: Combined Single Limit: One Million Dollars (\$1,000,000.00) each occurrence;

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

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

iv. WORKERS' COMPENSATION: As required by law.

b. For every insurance policy required hereunder, the LICENSEE 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:

- i. The name of the insured LICENSEE,
- ii. The specified job by name and job number,
- iii. List "HIGHLANDS COUNTY" as an Additional Insured,
- iv. Recognition of the Indemnification requirements of this Agreement.
- v. The name of the insurer,
- vi. The number of the policy,
- vii. The effective date,
- viii. The termination date,
- ix. 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 LICENSEE shall name "Highlands County" as an additional insured, to the extent of the scope of this 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 LICENSEE's obligation to fulfill the insurance requirements specified herein.
- e. The LICENSEE shall ensure that any sub-contractor(s) it hires to perform any of the duties contained in this Agreement, maintains the same insurance requirements set forth herein. In addition, the LICENSEE shall maintain proof of same on file and made readily available upon request by the COUNTY.
- f. The LICENSEE 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 LICENSEE 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 LICENSEE 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 LICENSEE and/or subcontractor providing such insurance.
- h. All insurance carriers shall have an AM Best Rating 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.

9. Advertising.

- a. Advertising efforts for the Event shall be focused on attracting tourists to Highlands County, Florida.
- b. LICENSEE shall develop and submit a proposed advertising plan to COUNTY's Project Manager for review and approval.

- c. The proposed advertising plan must outline the specific advertising channels, media, and strategies to be employed.
- d. The proposed advertising must be aligned with the TDC's marketing objectives and guidelines.
- e. LICENSEE is responsible for executing the approved advertising plan, including all advertising materials and media placements.
- f. LICENSEE shall provide regular reports to the COUNTY's Project Manager regarding the progress of the advertising campaign. The regular reports shall include but are not limited to:
 - i. Media placements
 - ii. Impressions
 - iii. Reach
 - iv. Website traffic
 - v. Social media engagement
- g. COUNTY will contribute up to (\$10,000.00) from TDC funds for advertising the Event.
- h. COUNTY will make payments to LICENSEE based on a schedule outlined in **Exhibit "B"**, attached hereto and incorporated by reference.
- i. All payments owed by COUNTY pursuant to this Agreement will be made upon receipt of invoices and supporting documentation from the LICENSEE.
- j. LICENSEE will provide COUNTY with a final report summarizing the advertising campaign's results.
- k. LICENSEE shall comply with all applicable laws, rules, and regulations related to advertising and tourism promotion.

10. Non-Occurrence of Event. LICENSEE shall give written notice to the COUNTY if it is found necessary to cancel the Event. The notice shall contain the reason for the cancellation. If the Event does not take place for any reason under control of the LICENSEE, then LICENSEE shall refund to the COUNTY any amounts already paid by COUNTY pursuant to this Agreement and relieve the COUNTY from any further payments pursuant to this Agreement.

11. Assignments or Transfers. This Agreement may not be sold, assigned or transferred by the LICENSEE.

12. Liability and Indemnification. LICENSEE assumes all risks relating to the

Event and agrees to be solely liable for, and to indemnify, defend, save, and hold harmless the COUNTY, its respective elected officials, officers, directors, employees, agents, contractors, and subcontractors from and against any and all claims, demands, losses, liabilities, damage, suits, costs, and other expenses of any nature arising out of, because of, or due to the Event, including attorney's fees and costs and attorney's fees and costs on appeal. COUNTY shall not be liable for any damage or injury which may be sustained by any person(s) resulting from LICENSEE's Event operations. This provision shall in no way be construed as a waiver of the COUNTY's right to sovereign immunity and the protections afforded by Florida Statutes, Section 768.28. This indemnity and liability provision shall survive the termination or natural expiration of this Agreement.

13. 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.

14. Event Services Manager. LICENSEE shall assign a qualified, experienced event services manager ("Manager") for operation of the Event. The Manager must be physically present on the Licensed Premises during the Event operating hours.

The LICENSEE's Event Services Manager is:

Name: Greg Wingo

Physical Address: 302 Redfern Street, Birmingham, AL 35209

Mailing Address: 302 Redfern Street, Birmingham, AL 35209

Driver's License Number & State of Issue: 6217690, Alabama

Email Address: greg@roamprojects.com

Telephone Number: 205-915-0601

15. COUNTY Project Manager. The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**.

16. 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 LICENSEE. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the LICENSEE 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

LICENSEE: ROAM Projects
Greg Wingo
302 Redfern Street
Birmingham, Alabama 35209
greg@roamprojects.com

The COUNTY and/or LICENSEE may from time to time designate any other address for notices or deliveries by providing at least 30 days prior written notice to the other party.

17. Employment Eligibility Verification. Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, LICENSEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222- 54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, LICENSEE 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 specifically performing work under this Agreement as well as all newly hired employees. In addition, LICENSEE 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 LICENSEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and LICENSEE 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 LICENSEE's breach of

this provision, any and all such costs shall be paid by LICENSEE 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>.

18. Public Records.

A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY: GLORIA RYBINSKI
600 COMMERCE AVENUE
SEBRING, FLORIDA 33870
(863) 402-6832
grybinski@highlandsfl.gov**

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

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

records stored electronically must be provided to the COUNTY, upon request, in a format that is compatible with the information technology systems of the COUNTY.

19. Auditing, Records, and Inspection.

In the performance of this Agreement, the LICENSEE 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 LICENSEE, for a period of five (5) years after termination or completion of the Agreement or until a full COUNTY audit is completed, 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 LICENSEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

20. Use of County Name, Logo, Seal, Flag, and/or Letterhead. The LICENSEE 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 LICENSEE 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. LICENSEE 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.

21. Relation of County. It is the intent of the Parties hereto that the LICENSEE shall be legally considered as an independent event contractor and that neither it nor its employees shall, under any circumstances, be considered employees, servants, or agents of the COUNTY.

22. Miscellaneous.

a. **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.

b. **Binding Effect.** Each Party represents and warrants that said Party has

full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each Party, enforceable in accordance with its terms. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

c. Waivers. No provision of this Agreement shall be deemed to have been waived by a Party unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the Parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

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

e. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

f. Memorandum of Agreement. No Memorandum of Agreement or other document pertaining to this Agreement shall be recorded in the Official Records of the County where the Property is located.

g. Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding between the Parties regarding the LICENSEE's license of the Property and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both Parties.

h. No Presumptions Regarding Preparation of Agreement. The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Agreement. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.

i. Conflict of Interest. The LICENSEE warrants that the LICENSEE has not employed or retained any company or person, other than a bona fide employee working

solely for the LICENSEE, to solicit or secure this Agreement, and that the LICENSEE 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 any notice requirements set forth herein.

j. Public Entity Crimes. As required by section 287.133, Florida Statutes, the LICENSEE warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The LICENSEE 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.

k. Compliance with Laws. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in operating the Event and in performance of its duties, responsibilities, and obligations pursuant to this Agreement.

l. 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.

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

n. Foreign Country of Concern.

i. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the LICENSEE 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 LICENSEE; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

ii. The LICENSEE 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.

o. Forced Labor or Human Trafficking.

i. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the LICENSEE 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.

ii. The LICENSEE 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.

p. LICENSEE agrees that LICENSEE will fully comply with all rules and regulations related to use of the Property and hereby acknowledges that failure to comply with all facility use rules and regulations and/or applicable county ordinances, state law, and/or federal law may result in the COUNTY terminating the Event and enforcing the law to the fullest extent.

[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

ROAM Projects

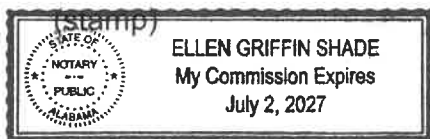


Greg Wingo, Director

DATE: 5/27/2025

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Greg Wingo, as Director, of ROAM Projects, 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 Alabama Driver License as identification, and who did/did not take an oath this 27th day of May, 2025.





NOTARY PUBLIC, State of Florida Alabama

H.L. BISHOP PARK

10 Lake June Clubhouse Rd.

Lake Placid, FL 33852



Payment Schedule

The total compensation due to LICENSEE from COUNTY shall be \$10,000.00 from TDC funds for advertising of the event, payable upon receipt of a valid invoice submitted to the TDC office after live broadcasting of the event has concluded.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jun 3, 2025

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request the Chair's signature on the JAG Countywide Certification of Participation (COP) to apply for the grant as well as the 51 % Letter that is required.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Chair to sign the JAG Countywide Certification of Participation (COP) and the 51% Letter that is required in order to apply for the grant.

FISCAL IMPACT

There will be no fiscal impact as these funds were anticipated and set up during the budgetary process. Any required match is covered within the Sheriff's Office's, the City's, and the Town's budgets.

Attachments: [FY2024-JAGC Certificate-of-Participation \(SO\).pdf](#)

Attachments: [Sheriff JAGC 51% Letter HC BOCC.pdf](#)

Attachments: [Reg.-1241-2024 Statement of Issue_Sheriff JAGC Grant Application.pdf](#)

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Mr. Cody Menacof
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Menacof:

This letter provides notification that the Highlands County Board of Commissioners ☒ Accepts ☐ Declines to serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373 & 1644—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-327—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY24 JAG Countywide** subawards:

Name: <u>Angela M. Bollinger</u>	Agency: <u>Highlands County Sheriff's Office</u>
Title: <u>Budget Manager</u>	Address: <u>400 S. Eucalyptus Street</u>
Email: <u>abollinger@highlandssheriff.org</u>	City: <u>Sebring</u>
Phone: <u>863-402-7215</u>	Zip: <u>33870</u>

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair
_____ County Board of Commissioners



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION**

600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6500 Fax (863) 402-6835 www.highlandsfl.gov

June 3, 2025

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

Dear Mr. Menacof,

In compliance with State of Florida *Rule* 11D-9, F.A.C., the Highlands County Board of County Commissioners approves the distribution of \$51,122 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following projects in Highlands County:

<u>Subgrantee/Implementing Agency</u>	<u>Purpose or Title</u>	<u>Allocation Amount</u>
Highlands County	Law Enforcement Equipment	\$ 51,122

Sincerely,

Arlene Tuck
Chair, Highlands County Board of County Commissioners



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
600 S. Commerce Ave., Sebring, Florida 33870

Each year the County is allocated (through FDLE) a US Department of Justice grant known as the JAG-C. This grant is allocated to the three law enforcement agencies in Highlands County based upon population served. The grant allocation for FY25-26 is \$51,122. The first step in applying for this grant requires the Chair of the County Commissioners to sign a "Certificate of Participation" (COP) which agrees to the process and assigns a grant manager to coordinate the process of applying for this grant.

We respectfully request the Chairperson's signature that is required for the Certificate of Participation that has a deadline to be submitted of June 20th.

After FDLE receives the COP, the assigned point of contact (POC) will be given access to the website to begin the application process and coordinate with the Sheriff, Sebring PD and Lake Placid PD to finalize the application. This will require the Board to sign what is known as a 51 % letter. The City and Town have been sent their letters for signature. In order to save time, this letter has been included as well. This letter needs to be put on Board letterhead and signed by the Chairperson. The deadline for this letter is June 30th.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

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

SUBJECT/TITLE: Request appointment of two Regular Members to the Tourist Development Council.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to appoint Maritza Cristiansen and (Commission's Selection) to the Tourist Development Council.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [STATTEMENT OF ISSUE - TDC Appointments.pdf](#)
Attachments: [M. Cristiansen Application.pdf](#)
Attachments: [E. Compton Application.pdf](#)
Attachments: [M. Dear Application.pdf](#)
Attachments: [D. Norton Application.pdf](#)
Attachments: [A. Jenkins Application.pdf](#)
Attachments: [FL Tourism Statute 125.0104.pdf](#)

STATEMENT OF ISSUE:

Florida Statutes require that each county's Tourist Development Council (TDC) include a specific mix of members to ensure representation from both local government and the tourism industry. Under Florida Statute 125.0104(4)(e) the Highlands County TDC must consist of **nine (9) members** with the following composition:

- **1 County Commissioner**
- **2 Elected Municipal Officials** (at least one from the most populous city)
- **3 Owners/Operators of Tourist Accommodations** (motels, hotels, recreational vehicle parks, or other tourist accommodations subject to the Tourist Development Tax)
- **3 Individuals Involved in and Interested in Tourism Development** (e.g., attractions, event venues)
- **All members must be registered voters in Highlands County**

The current Highlands County Tourist Development Council members and requirement of statute in which they fulfil are:

1. Chris Campbell – County Commissioner
2. Josh Stewart – Elected Official, *City of Sebring. Term Expires: 05/02/2027.*
3. Debra Worley – Elected Official, *Town of Lake Placid. Term Expires: 06/20/2026.*
4. Cynthia Garren – Involved and Interested in Tourism Development, *SFSC Cultural & Performing Arts. Term Expires: 05/02/2027.*
5. Andy Kesling - Involved and Interested in Tourism Development, *Pinecrest Golf Club. Term Expires: 05/02/2027.*
6. Elizabeth Compton - Involved and Interested in Tourism Development, *Sebring International Raceway (Term expired, seeking reappointment)*
7. Maritza Cristiansen - Owner/Operator Tourist Accommodations, *La Quinta Sebring (Term expired, seeking reappointment)*
8. Lydia Capote - Owner/Operator Tourist Accommodations, *Tru by Hilton and Residence Inn. Term Expires: 05/02/2027.*
9. Christine Hatfield - Owner/Operator Tourist Accommodations, *Inn on the Lakes. Term Expires: 05/02/2027.*

The terms for two seats on the Tourist Development Council (TDC) expired on May 2, 2025. These seats are currently held by:

- **Maritza Cristiansen**, General Manager of La Quinta

- **Elizabeth Compton**, Marketing Manager for Sebring International Raceway

Both incumbents have submitted applications to be reappointed to their respective seats.

In addition to the incumbents, five other applications were received and reviewed in accordance with the membership criteria outlined in Florida Statutes. Of those, only two, **Margaret Dear and Don Norton**, additionally met the statutory requirements for the seat designated for a person involved in and interested in tourism development, the seat currently held by Ms. Compton. Ms. Dear's and Mr. Norton's applications are included for Commission review and consideration.

Of the remaining applicants three were either found ineligible or withdrew their applications:

1. Kristen Smoyer – Requested removal from consideration
2. Craig Sherman – Requested removal from consideration
3. Aaron Jenkins – Found ineligible; submitted application did not meet the statutory requirements for TDC membership

Being the only application submitted for the seat of owner/operator of tourist accommodations, staff recommends the reappointment of Maritza Christiansen.

Commission direction is requested regarding the appointment of a member to the seat of persons involved and interested in Tourism Development.

Fultz, Reagan H

From: Strahan, Chantel E.
Sent: Friday, April 4, 2025 2:30 PM
To: Fultz, Reagan H
Cc: Hartt, Casey; Sauls, Leah M.; Drake, Michelle
Subject: Fw: Committee Application

Please see below application for TDC.

Have a good weekend,



Chantel Strahan

Legal Assistant
Highlands County Board of County Commissioners
(863) 402-6501
cstrahan@highlandsfl.gov
www.highlandsfl.gov
600 S. Commerce Ave., Sebring, FL 33870



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From: noreply@revize.com <noreply@revize.com>
Sent: Friday, April 4, 2025 2:01 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Strahan, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = Maritza Cristiansen
Address = 4406 Singer Street
City = Sebring
State = Florida
Zip_Postal_Code = 33872
Phone = 8638358669
Email = lqsebringgm@gmail.com
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = General Manager - LaQuinta, Sebring
Previous Employment Experience: = General Manager - Holiday Inn Express, Sebring
High School = High School
College = Quinsigamond Community College
Special Training: = Special Training
Activities & Interest: = Grand-daughter, traveling, dancing, people
Current positions on boards, committees, elected offices, law enforcement positions: = I am currently

on the TDC however my term expires May 02, 2025 and I would like to stay on.

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Female

Disabled = No

Age = 52

Race: = Hispanic or Latino

Signature Certification: = Checked indicating Electronically Signed

Client IP = 198.0.8.242

[*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.]

Fultz, Reagan H

From: Strahan, Chantel E.
Sent: Tuesday, May 6, 2025 11:00 AM
To: Hartt, Casey; Fultz, Reagan H
Cc: Sauls, Leah M.; Maldonado, Sarah A.; Drake, Michelle
Subject: Fw: Committee Application

Please see the application below submitted for TDC.



Chantel Strahan

Legal Assistant
Highlands County Board of County Commissioners
(863) 402-6501
cstrahan@highlandsfl.gov
www.highlandsfl.gov
600 S. Commerce Ave., Sebring, FL 33870

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From: noreply@revize.com <noreply@revize.com>
Sent: Tuesday, May 6, 2025 10:58 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Strahan, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = Elizabeth Compton
Address = 8125 Hampshire Drive
City = Sebring
State = FL
Zip_Postal_Code = 33876
Phone = 863-257-1511
Email = eworley@sebringraceway.com
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = Manager, Marketing - Sebring International Raceway
Previous Employment Experience: = Sales and Marketing Specialist, On-Site Ag Services
High School = Sebring High School
College = Santa Fe College, Gainesville, Florida
Special Training: = Special Training
Activities & Interest: = Active member of Women in Motorsports North America – Supporting professional development and representation of women in motorsports and related industries.

Volunteer and supporter of local events and initiatives – Passionate about community building through arts, culture, and entertainment.

Member of the Road Racing Industry Council – Participating in broader conversations around motorsports, event operations, and industry growth.

Current positions on boards, committees, elected offices, law enforcement positions: = N/A

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Female

Disabled = No

Age = 34

Race: = White

Signature Certification: = Checked indicating Electronically Signed

Client IP = 12.28.236.130

[*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.]

Fultz, Reagan H

From: Strahan, Chantel E.
Sent: Wednesday, August 7, 2024 11:29 AM
To: Sauls, Leah M.
Cc: Fultz, Reagan H; Wohl, Casey; Drake, Michelle
Subject: FW: Committee Application

Follow Up Flag: Follow up
Flag Status: Flagged

Please see application below for TDC.

From: noreply@revize.com <noreply@revize.com>
Sent: Wednesday, August 7, 2024 11:27 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Strahan, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = Margaret E Dear
Address = 1504 Fringe St.
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 8433305665
Email = info@lakelacidhistoricalsociety.org
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = Self employed business consultant, online business owner and licensed auctioneer.
Previous Employment Experience: = Owned a South Carolina sign company for 15 years.
High School = BA - Business Administration
College = College of Charleston
Special Training: = Special Training
Activities & Interest: = History, gardening, travelling
Current positions on boards, committees, elected offices, law enforcement positions: = Treasurer, Lake Placid Historical Society. President, Highlands County Orchid Society. Board Member, Friends of the Library, Lake Placid Memorial Library
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 59
Race: = White

Signature Certification: = Checked indicating Electronically Signed
Client IP = 86.38.32.254

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Fultz, Reagan H

From: Strahan, Chantel E.
Sent: Tuesday, May 6, 2025 9:58 AM
To: Hartt, Casey; Fultz, Reagan H
Cc: Sauls, Leah M.; Maldonado, Sarah A.; Drake, Michelle
Subject: Fw: Committee Application

Please see the application below submitted for TDC.

Thank you,



Chantel Strahan

Legal Assistant
Highlands County Board of County Commissioners
(863) 402-6501
cstrahan@highlandsfl.gov
www.highlandsfl.gov
600 S. Commerce Ave., Sebring, FL 33870

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From: noreply@revize.com <noreply@revize.com>
Sent: Tuesday, May 6, 2025 9:53 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Strahan, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = Don Norton

Address = 3816 DIVOT RD

City = Sebring

State = FL

Zip_Postal_Code = 33872

Phone = 8632734998

Email = donorton13@gmail.com

Request = Tourist Development Council

Current Employment Experience: = I own The Angler Magazine—Lake Istokpoga/Lake Okeechobee. In addition to being a publisher, I have been a bass fishing guide on Lake Istokpoga for the last 30 years, a master craftsman of custom-built fishing rods, an airbrush artist of handcrafted fishing lures, and the author of seven books.

In addition, I wrote a fishing column for the Highlands Today and The News-Sun newspapers for 20 years. I have also taught fishing classes at South Florida State College in Avon Park.

Previous Employment Experience: = Vice President of Sales & Marketing - National Retirement Company, Deerfield Beach, FL

Vice President of Sales & Marketing - American Retirement Corporation, Brentwood, TN

Vice President of Regional Sales & Marketing - Marriott Senior Living Services, Washington D.C.

Vice President of Sales & Marketing - GCA Corporation, Cleveland, OH

High School = Stow High School, Stow, OH

College = Akron University, Akron, OH

Kent State University, Kent, OH (no degrees)

Special Training: = Licensed Real Estate Agent

Licensed Insurance Agent

Activities & Interest: = All outdoor activities: fishing, hunting, camping, hiking, swimming

I have written 7 books, 6 of which are written about Highlands County. Specifically, Lake Istokpoga

I moved to Highlands County in the mid-1990s and I have been promoting this area ever since. I was a board member of Friends of Istokpoga. I also worked with Lakewatch providing water sample.

I started an organization called SOS Florida Lakes in 2004 to explore alternative methods of spraying herbicides on Lake Istokpoga.

Current positions on boards, committees, elected offices, law enforcement positions: = None

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Male

Disabled = No

Age = 76

Race: = White

Signature Certification: = Checked indicating Electronically Signed

Client IP = 71.203.62.167

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Fultz, Reagan H

From: Strahan, Chantel E.
Sent: Friday, May 16, 2025 1:37 PM
To: Fultz, Reagan H
Cc: Sauls, Leah M.; Hartt, Casey; Maldonado, Sarah A.
Subject: Fw: Committee Application

From: noreply@revize.com
Sent: Friday, May 16, 2025 1:28 PM
To: Drake, Michelle
Cc: Strahan, Chantel E.
Subject: Committee Application

[CAUTION: External Message*]

Name = Aaron Jenkins
Address = 1931 Lakeview Dr
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 8632243754
Email = aajenkin@yahoo.com
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = Currently employed by SYSO, Inc based in Boston, MA. I am an engineer with deep experience in renewable energy.
Previous Employment Experience: = I have also spent some of my career in the hospitality industry (owned a restaurant, and some hotel experience).
High School = Kathleen High School, Lakeland, FL. Graduated 1993
College = University of South Florida, Bachelors of Chemical Engineering, Grad 1998
Special Training: = Briefly was a professional baker
Activities & Interest: = Woodworking, all things outdoors, baking, gardening, art, live music, craft beer, coin collecting, travel
Current positions on boards, committees, elected offices, law enforcement positions: = I am currently an alternate member of the Sebring Planning & Zoning Board.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 49
Race: = White

Signature Certification: = Checked indicating Electronically Signed

Client IP = 98.56.64.25

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The 2023 Florida Statutes (including Special Session C)

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	Chapter 125 COUNTY GOVERNMENT	View Entire Chapter
125.0104 Tourist development tax; procedure for levying; authorized uses; referendum; enforcement.— (1) SHORT TITLE.—This section shall be known and may be cited as the “Local Option Tourist Development Act.” (2) APPLICATION; DEFINITIONS.— (a) <i>Application.</i>—The provisions contained in chapter 212 apply to the administration of any tax levied pursuant to this section. (b) <i>Definitions.</i>—For purposes of this section: 1. “Promotion” means marketing or advertising designed to increase tourist-related business activities. 2. “Tourist” means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations as described in paragraph (3)(a). 3. “Retained spring training franchise” means a spring training franchise that had a location in this state on or before December 31, 1998, and that has continuously remained at that location for at least the 10 years preceding that date. (3) TAXABLE PRIVILEGES; EXEMPTIONS; LEVY; RATE.— (a)1. It is declared to be the intent of the Legislature that every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, condominium, or timeshare resort for a term of 6 months or less is exercising a privilege which is subject to taxation under this section, unless such person rents, leases, or lets for consideration any living quarters or accommodations which are exempt according to the provisions of chapter 212. 2.a. Tax shall be due on the consideration paid for occupancy in the county pursuant to a regulated short-term product, as defined in s. 721.05, or occupancy in the county pursuant to a product that would be deemed a regulated short-term product if the agreement to purchase the short-term right were executed in this state. Such tax shall be collected on the last day of occupancy within the county unless such consideration is applied to the purchase of a timeshare estate. The occupancy of an accommodation of a timeshare resort pursuant to a timeshare plan, a multisite timeshare plan, or an exchange transaction in an exchange program, as defined in s. 721.05, by the owner of a timeshare interest or such owner’s guest, which guest is not paying monetary consideration to the owner or to a third party for the benefit of the owner, is not a privilege subject to taxation under this section. A membership or transaction fee paid by a timeshare owner that does not provide the timeshare owner with the right to occupy any specific timeshare unit but merely provides the timeshare owner with the opportunity to exchange a timeshare interest through an exchange program is a service charge and not subject to taxation under this section. b. Consideration paid for the purchase of a timeshare license in a timeshare plan, as defined in s. 721.05, is rent subject to taxation under this section. (b) Subject to the provisions of this section, any county in this state may levy and impose a tourist development tax on the exercise within its boundaries of the taxable privilege described in paragraph (a), except that there shall be no additional levy under this section in any cities or towns presently imposing a municipal resort tax as authorized under chapter 67-930, Laws of Florida, and this section shall not in any way affect the powers and existence of any tourist development authority created pursuant to chapter 67-930, Laws of Florida. No county		

authorized to levy a convention development tax pursuant to s. 212.0305, or to s. 8 of chapter 84-324, Laws of Florida, shall be allowed to levy more than the 2-percent tax authorized by this section. A county may elect to levy and impose the tourist development tax in a subcounty special district of the county. However, if a county so elects to levy and impose the tax on a subcounty special district basis, the district shall embrace all or a significant contiguous portion of the county, and the county shall assist the Department of Revenue in identifying the rental units subject to tax in the district.

(c) The tourist development tax shall be levied, imposed, and set by the governing board of the county at a rate of 1 percent or 2 percent of each dollar and major fraction of each dollar of the total consideration charged for such lease or rental. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary consideration.

(d) In addition to any 1-percent or 2-percent tax imposed under paragraph (c), the governing board of the county may levy, impose, and set an additional 1 percent of each dollar above the tax rate set under paragraph (c) for the purposes set forth in subsection (5) by referendum of the registered electors within the county or subcounty special district pursuant to subsection (6). A county may not levy, impose, and set the tax authorized under this paragraph unless the county has imposed the 1-percent or 2-percent tax authorized under paragraph (c) for a minimum of 3 years before the effective date of the levy and imposition of the tax authorized by this paragraph. Revenues raised by the additional tax authorized under this paragraph may not be used for debt service on or refinancing of existing facilities as specified in subparagraph (5)(a)1. unless approved by referendum pursuant to subsection (6). If the 1-percent or 2-percent tax authorized in paragraph (c) is levied within a subcounty special taxing district, the additional tax authorized in this paragraph shall only be levied therein. The provisions of paragraphs (4)(a)-(d) shall not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

(e) The tourist development tax shall be in addition to any other tax imposed pursuant to chapter 212 and in addition to all other taxes and fees and the consideration for the rental or lease.

(f) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

(g) The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under s. 212.03. The same duties and privileges imposed by chapter 212 upon dealers in tangible property, respecting the collection and remission of tax; the making of returns; the keeping of books, records, and accounts; and compliance with the rules of the Department of Revenue in the administration of that chapter shall apply to and be binding upon all persons who are subject to the provisions of this section. However, the Department of Revenue may authorize a quarterly return and payment when the tax remitted by the dealer for the preceding quarter did not exceed \$25.

(h) The Department of Revenue shall keep records showing the amount of taxes collected, which records shall also include records disclosing the amount of taxes collected for and from each county in which the tax authorized by this section is applicable. These records shall be open for inspection during the regular office hours of the Department of Revenue, subject to the provisions of s. 213.053.

(i) Collections received by the Department of Revenue from the tax, less costs of administration of this section, shall be paid and returned monthly to the county which imposed the tax, for use by the county in accordance with the provisions of this section. They shall be placed in the county tourist development trust fund of the respective county, which shall be established by each county as a condition precedent to receipt of such funds.

(j) The Department of Revenue is authorized to employ persons and incur other expenses for which funds are appropriated by the Legislature.

(k) The Department of Revenue shall promulgate such rules and shall prescribe and publish such forms as may be necessary to effectuate the purposes of this section.

(l) In addition to any other tax which is imposed pursuant to this section, a county may impose up to an additional 1-percent tax on the exercise of the privilege described in paragraph (a) by ordinance approved by referendum pursuant to subsection (6) to:

1. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a professional sports franchise facility, or the acquisition, construction, reconstruction, or renovation of a retained spring training franchise facility, either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds.
2. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a convention center, and to pay the planning and design costs incurred prior to the issuance of such bonds.
3. Pay the operation and maintenance costs of a convention center for a period of up to 10 years. Only counties that have elected to levy the tax for the purposes authorized in subparagraph 2. may use the tax for the purposes enumerated in this subparagraph. Any county that elects to levy the tax for the purposes authorized in subparagraph 2. after July 1, 2000, may use the proceeds of the tax to pay the operation and maintenance costs of a convention center for the life of the bonds.
4. Promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

The provision of paragraph (b) which prohibits any county authorized to levy a convention development tax pursuant to s. 212.0305 from levying more than the 2-percent tax authorized by this section, and the provisions of paragraphs (4)(a)-(d), shall not apply to the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

(m)1. In addition to any other tax which is imposed pursuant to this section, a high tourism impact county may impose an additional 1-percent tax on the exercise of the privilege described in paragraph (a) by ordinance approved by referendum pursuant to subsection (6). The tax revenues received pursuant to this paragraph shall be used for one or more of the authorized uses pursuant to subsection (5).

2. A county is considered to be a high tourism impact county after the Department of Revenue has certified to such county that the sales subject to the tax levied pursuant to this section exceeded \$600 million during the previous calendar year, or were at least 18 percent of the county's total taxable sales under chapter 212 where the sales subject to the tax levied pursuant to this section were a minimum of \$200 million, except that no county authorized to levy a convention development tax pursuant to s. 212.0305 shall be considered a high tourism impact county. Once a county qualifies as a high tourism impact county, it shall retain this designation for the period the tax is levied pursuant to this paragraph.

3. The provisions of paragraphs (4)(a)-(d) shall not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

(n) In addition to any other tax that is imposed under this section, a county that has imposed the tax under paragraph (l) may impose an additional tax that is no greater than 1 percent on the exercise of the privilege described in paragraph (a) by ordinance approved by referendum pursuant to subsection (6) to:

1. Pay the debt service on bonds issued to finance:

a. The construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a new professional sports franchise as defined in s. 288.1162.

b. The acquisition, construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a retained spring training franchise.

2. Promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

A county that imposes the tax authorized in this paragraph may not expend any ad valorem tax revenues for the acquisition, construction, reconstruction, or renovation of a facility for which tax revenues are used pursuant to subparagraph 1. The provision of paragraph (b) which prohibits any county authorized to levy a convention development tax pursuant to s. 212.0305 from levying more than the 2-percent tax authorized by this section shall not apply to the additional tax authorized by this paragraph in counties which levy convention development taxes pursuant to s. 212.0305(4)(a). Subsection (4) does not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of the ordinance.

(4) ORDINANCE LEVY TAX; PROCEDURE.—

(a) The tourist development tax shall be levied and imposed pursuant to an ordinance containing the county tourist development plan prescribed under paragraph (c), enacted by the governing board of the county. The ordinance levying and imposing the tourist development tax shall not be effective unless the electors of the county or the electors in the subcounty special district in which the tax is to be levied approve the ordinance authorizing the levy and imposition of the tax, in accordance with subsection (6). The effective date of the levy and imposition of the tax is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of the ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance. The governing authority of any county levying such tax shall notify the department, within 10 days after approval of the ordinance by referendum, of the time period during which the tax will be levied.

(b) At least 60 days before the enactment or renewal of the ordinance levying the tax, the governing board of the county shall adopt a resolution establishing and appointing the members of the county tourist development council, as prescribed in paragraph (e), and indicating the intention of the county to consider the enactment or renewal of an ordinance levying and imposing the tourist development tax.

(c) Before a referendum to enact or renew ¹the ordinance levying and imposing the tax, the county tourist development council shall prepare and submit to the governing board of the county for its approval a plan for tourist development. The plan shall set forth the anticipated net tourist development tax revenue to be derived by the county for the 24 months following the levy of the tax; the tax district in which the enactment or renewal of the ordinance levying and imposing the tourist development tax is proposed; and a list, in the order of priority, of the proposed uses of the tax revenue by specific project or special use as the same are authorized under subsection (5). The plan shall include the approximate cost or expense allocation for each specific project or special use.

(d) The governing board of the county shall adopt the county plan for tourist development as part of the ordinance levying the tax. After enactment or renewal of the ordinance levying and imposing the tax, the plan ²for tourist development may not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one additional member of the governing board.

(e) The governing board of each county which levies and imposes a tourist development tax under this section shall appoint an advisory council to be known as the “_(name of county)_ Tourist Development Council.” The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three nor more than four shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed. The members of the council shall serve for staggered terms of 4 years. The terms of office of the original members shall be prescribed in the resolution required under paragraph (b). The council shall meet at least once each quarter and, from time to time, shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The council shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the county governing board or its designee. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the Department of Revenue. The governing board and the department shall review the findings of the council and take appropriate administrative or judicial action to ensure compliance with this section. The changes in the composition of the membership of the tourist development council mandated by chapter 86-4, Laws of Florida, and this act shall not cause the interruption of the current term of any person who is a member of a council on October 1, 1996.

(5) AUTHORIZED USES OF REVENUE.—

(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:

1. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more:
 - a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied;
 - b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or
 - c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied;
2. To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public;
3. To promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;
4. To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county, which may include any indirect administrative costs for services performed by the county on behalf of the promotion agency;
5. To finance beach park facilities, or beach, channel, estuary, or lagoon improvement, maintenance, renourishment, restoration, and erosion control, including construction of beach groins and shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those uses relate

to the physical preservation of the beach, shoreline, channel, estuary, lagoon, or inland lake or river. However, any funds identified by a county as the local matching source for beach renourishment, restoration, or erosion control projects included in the long-range budget plan of the state's Beach Management Plan, pursuant to s. 161.091, or funds contractually obligated by a county in the financial plan for a federally authorized shore protection project may not be used or loaned for any other purpose. In counties of fewer than 100,000 population, up to 10 percent of the revenues from the tourist development tax may be used for beach park facilities; or

6. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or finance public facilities within the boundaries of the county or subcounty special taxing district in which the tax is levied, if the public facilities are needed to increase tourist-related business activities in the county or subcounty special district and are recommended by the county tourist development council created pursuant to paragraph (4)(e). Tax revenues may be used for any related land acquisition, land improvement, design and engineering costs, and all other professional and related costs required to bring the public facilities into service. As used in this subparagraph, the term "public facilities" means major capital improvements that have a life expectancy of 5 or more years, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, and pedestrian facilities. Tax revenues may be used for these purposes only if the following conditions are satisfied:

a. In the county fiscal year immediately preceding the fiscal year in which the tax revenues were initially used for such purposes, at least \$10 million in tourist development tax revenue was received;

b. The county governing board approves the use for the proposed public facilities by a vote of at least two-thirds of its membership;

c. No more than 70 percent of the cost of the proposed public facilities will be paid for with tourist development tax revenues, and sources of funding for the remaining cost are identified and confirmed by the county governing board;

d. At least 40 percent of all tourist development tax revenues collected in the county are spent to promote and advertise tourism as provided by this subsection; and

e. An independent professional analysis, performed at the expense of the county tourist development council, demonstrates the positive impact of the infrastructure project on tourist-related businesses in the county.

Subparagraphs 1. and 2. may be implemented through service contracts and leases with lessees that have sufficient expertise or financial capability to operate such facilities.

(b) Tax revenues received pursuant to this section by a county of less than 950,000 population imposing a tourist development tax may only be used by that county for the following purposes in addition to those purposes allowed pursuant to paragraph (a): to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more zoological parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public. All population figures relating to this subsection shall be based on the most recent population estimates prepared pursuant to the provisions of s. 186.901. These population estimates shall be those in effect on July 1 of each year.

(c) A county located adjacent to the Gulf of Mexico or the Atlantic Ocean, except a county that receives revenue from taxes levied pursuant to s. 125.0108, which meets the following criteria may use up to 10 percent of the tax revenue received pursuant to this section to reimburse expenses incurred in providing public safety services, including emergency medical services as defined in s. 401.107(3), and law enforcement services, which are needed to address impacts related to increased tourism and visitors to an area. However, if taxes collected pursuant to this section are used to reimburse emergency medical services or public safety services for tourism or special events, the governing board of a county or municipality may not use such taxes to supplant the normal operating expenses of an emergency medical services department, a fire department, a sheriff's office, or a police department. To receive reimbursement, the county must:

1.a. Generate a minimum of \$10 million in annual proceeds from any tax, or any combination of taxes, authorized to be levied pursuant to this section;

b. Have at least three municipalities; and

- c. Have an estimated population of less than 275,000, according to the most recent population estimate prepared pursuant to s. 186.901, excluding the inmate population; or
- 2. Be a fiscally constrained county as described in s. 218.67(1).

The board of county commissioners must by majority vote approve reimbursement made pursuant to this paragraph upon receipt of a recommendation from the tourist development council.

(d) The revenues to be derived from the tourist development tax may be pledged to secure and liquidate revenue bonds issued by the county for the purposes set forth in subparagraphs (a)1., 2., and 5. or for the purpose of refunding bonds previously issued for such purposes, or both; however, no more than 50 percent of the revenues from the tourist development tax may be pledged to secure and liquidate revenue bonds or revenue refunding bonds issued for the purposes set forth in subparagraph (a)5. Such revenue bonds and revenue refunding bonds may be authorized and issued in such principal amounts, with such interest rates and maturity dates, and subject to such other terms, conditions, and covenants as the governing board of the county shall provide. The Legislature intends that this paragraph be full and complete authority for accomplishing such purposes, but such authority is supplemental and additional to, and not in derogation of, any powers now existing or later conferred under law.

(e) Any use of the local option tourist development tax revenues collected pursuant to this section for a purpose not expressly authorized by paragraph (3)(l) or paragraph (3)(n) or paragraphs (a)-(d) of this subsection is expressly prohibited.

(6) REFERENDUM.—

(a) An ordinance enacted or renewed by a county levying the tax authorized by this section may not take effect until the ordinance levying and imposing the tax has been approved in a referendum held at a general election, as defined in s. 97.021, by a majority of the electors voting in such election in the county or by a majority of the electors voting in the subcounty special tax district affected by the tax.

(b) The governing board of the county levying the tax shall arrange to place a question on the ballot at a general election, as defined in s. 97.021, to be held within the county, which question shall be in substantially the following form:

FOR the Tourist Development Tax
AGAINST the Tourist Development Tax

(c) If a majority of the electors voting on the question approve the levy, the ordinance shall be deemed to be in effect.

(d) In any case where an ordinance levying and imposing the tax has been approved by referendum pursuant to this section and 15 percent of the electors in the county or 15 percent of the electors in the subcounty special district in which the tax is levied file a petition with the board of county commissioners for a referendum to repeal the tax, the board of county commissioners shall cause an election to be held for the repeal of the tax which election shall be subject only to the outstanding bonds for which the tax has been pledged. However, the repeal of the tax shall not be effective with respect to any portion of taxes initially levied in November 1989, which has been pledged or is being used to support bonds under paragraph (3)(d) or paragraph (3)(l) until the retirement of those bonds.

(e) A referendum to reenact an expiring tourist development tax must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

(7) AUTOMATIC EXPIRATION ON RETIREMENT OF BONDS.—Notwithstanding any other provision of this section, if the plan for tourist development approved by the governing board of the county, as amended pursuant to paragraph (4)(d), includes the acquisition, construction, extension, enlargement, remodeling, repair, or improvement of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, or auditorium, or museum or aquarium that is publicly owned and operated or owned and operated by a not-for-profit organization, the county ordinance levying and imposing the tax automatically expires upon the later of:

(a) The retirement of all bonds issued by the county for financing the acquisition, construction, extension, enlargement, remodeling, repair, or improvement of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, or auditorium, or museum or aquarium that is publicly owned and operated or owned and operated by a not-for-profit organization; or

(b) The expiration of any agreement by the county for the operation or maintenance, or both, of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, auditorium, aquarium, or museum. However, this does not preclude that county from amending the ordinance extending the tax to the extent that the board of the county determines to be necessary to provide funds to operate, maintain, repair, or renew and replace a publicly owned and operated convention center, sports stadium, sports arena, coliseum, auditorium, aquarium, or museum or from enacting an ordinance that takes effect without referendum approval, unless the original referendum required ordinance expiration, pursuant to the provisions of this section reimposing a tourist development tax, upon or following the expiration of the previous ordinance.

(8) PROHIBITED ACTS; ENFORCEMENT; PENALTIES.—

(a) Any person who is taxable hereunder who fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or herself or through agents or employees, is, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) No person shall advertise or hold out to the public in any manner, directly or indirectly, that he or she will absorb all or any part of the tax, that he or she will relieve the person paying the rental of the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration or, when added, that it or any part thereof will be refunded or refused, either directly or indirectly, by any method whatsoever. Any person who willfully violates any provision of this subsection is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) The tax authorized to be levied by this section shall constitute a lien on the property of the lessee, customer, or tenant in the same manner as, and shall be collectible as are, liens authorized and imposed in ss. 713.67, 713.68, and 713.69.

(9) COUNTY TOURISM PROMOTION AGENCIES.—In addition to any other powers and duties provided for agencies created for the purpose of tourism promotion by a county levying the tourist development tax, such agencies are authorized and empowered to:

(a) Provide, arrange, and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the head of the agency, in connection with the performance of promotional and other duties of the agency. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with the tourist industry. All travel and entertainment-related expenditures in excess of \$10 made pursuant to this subsection shall be substantiated by paid bills therefor. Complete and detailed justification for all travel and entertainment-related expenditures made pursuant to this subsection shall be shown on the travel expense voucher or attached thereto. Transportation and other incidental expenses, other than those provided in s. 112.061, shall only be authorized for officers and employees of the agency, other authorized persons, travel writers, tour brokers, or other persons connected with the tourist industry when traveling pursuant to paragraph (c). All other transportation and incidental expenses pursuant to this subsection shall be as provided in s. 112.061. Operational or promotional advancements, as defined in s. 288.35(4), obtained pursuant to this subsection, shall not be commingled with any other funds.

(b) Pay by advancement or reimbursement, or a combination thereof, the costs of per diem and incidental expenses of officers and employees of the agency and other authorized persons, for foreign travel at the current rates as specified in the federal publication “Standardized Regulations (Government Civilians, Foreign Areas).” The provisions of this paragraph shall apply for any officer or employee of the agency traveling in foreign countries for the purposes of promoting tourism and travel to the county, if such travel expenses are approved and certified by the agency head from whose funds the traveler is paid. As used in this paragraph, the term “authorized person” shall have the same meaning as provided in s. 112.061(2)(c). With the exception of provisions concerning rates of payment for per diem, the provisions of s. 112.061 are applicable to the travel described in this paragraph. As used

in this paragraph, “foreign travel” means all travel outside the United States. Persons traveling in foreign countries pursuant to this subsection shall not be entitled to reimbursements or advancements pursuant to s. 112.061(6)(a)2.

(c) Pay by advancement or reimbursement, or by a combination thereof, the actual reasonable and necessary costs of travel, meals, lodging, and incidental expenses of officers and employees of the agency and other authorized persons when meeting with travel writers, tour brokers, or other persons connected with the tourist industry, and while attending or traveling in connection with travel or trade shows. With the exception of provisions concerning rates of payment, the provisions of s. 112.061 are applicable to the travel described in this paragraph.

(d) Undertake marketing research and advertising research studies and provide reservations services and convention and meetings booking services consistent with the authorized uses of revenue as set forth in subsection (5).

1. Information given to a county tourism promotion agency which, if released, would reveal the identity of persons or entities who provide data or other information as a response to a sales promotion effort, an advertisement, or a research project or whose names, addresses, meeting or convention plan information or accommodations or other visitation needs become booking or reservation list data, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. The following information, when held by a county tourism promotion agency, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

- a. Booking business records, as defined in s. 255.047.
- b. Trade secrets and commercial or financial information gathered from a person and privileged or confidential, as defined and interpreted under 5 U.S.C. s. 552(b)(4), or any amendments thereto.

(e) Represent themselves to the public as convention and visitors bureaus, visitors bureaus, tourist development councils, vacation bureaus, or county tourism promotion agencies operating under any other name or names specifically designated by ordinance.

(10) LOCAL ADMINISTRATION OF TAX.—

(a) A county levying a tax under this section or s. 125.0108 may be exempted from the requirements of the respective section that:

1. The tax collected be remitted to the Department of Revenue before being returned to the county; and
2. The tax be administered according to chapter 212,

if the county adopts an ordinance providing for the local collection and administration of the tax.

(b) The ordinance shall include provision for, but need not be limited to:

1. Initial collection of the tax to be made in the same manner as the tax imposed under chapter 212.
2. Designation of the local official to whom the tax shall be remitted, and that official’s powers and duties with respect thereto. Tax revenues may be used only in accordance with the provisions of this section.
3. Requirements respecting the keeping of appropriate books, records, and accounts by those responsible for collecting and administering the tax.
4. Provision for payment of a dealer’s credit as required under chapter 212.
5. A portion of the tax collected may be retained by the county for costs of administration, but such portion shall not exceed 3 percent of collections.

(c) A county adopting an ordinance providing for the collection and administration of the tax on a local basis shall also adopt an ordinance electing either to assume all responsibility for auditing the records and accounts of dealers, and assessing, collecting, and enforcing payments of delinquent taxes, or to delegate such authority to the Department of Revenue. If the county elects to assume such responsibility, it shall be bound by all rules promulgated by the Department of Revenue pursuant to paragraph (3)(k), as well as those rules pertaining to the sales and use tax on transient rentals imposed by s. 212.03. The county may use any power granted in this section to the department to determine the amount of tax, penalties, and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest. The county may use a certified public accountant licensed in this state in the administration of its statutory duties and responsibilities. Such certified public accountants are bound by the same confidentiality requirements and subject to the same penalties as the county under s. 213.053.

If the county delegates such authority to the department, the department shall distribute any collections so received, less costs of administration, to the county. The amount deducted for costs of administration by the department shall be used only for those costs which are solely and directly attributable to auditing, assessing, collecting, processing, and enforcing payments of delinquent taxes authorized in this section. If a county elects to delegate such authority to the department, the department shall audit only those businesses in the county that it audits pursuant to chapter 212.

(11) INTEREST PAID ON DISTRIBUTIONS.—

(a) Interest shall be paid on undistributed taxes collected and remitted to the Department of Revenue under this section. Such interest shall be included along with the tax proceeds distributed to the counties and shall be paid from moneys transferred from the General Revenue Fund. The department shall calculate the interest for net tax distributions using the average daily rate that was earned by the State Treasury for the preceding calendar quarter and paid to the General Revenue Fund. This rate shall be certified by the Chief Financial Officer to the department by the 20th day following the close of each quarter.

(b) The interest applicable to taxes collected under this section shall be calculated by multiplying the tax amounts to be distributed times the daily rate times the number of days after the third working day following the date the tax is due and payable pursuant to s. 212.11 until the date the department issues a voucher to request the Chief Financial Officer to issue the payment warrant. The warrant shall be issued within 7 days after the request.

(c) If an overdistribution of taxes is made by the department, interest shall be paid on the overpaid amount beginning on the date the warrant including the overpayment was issued until the third working day following the due date of the payment period from which the overpayment is being deducted. The interest on an overpayment shall be calculated using the average daily rate from the applicable calendar quarter and shall be deducted from moneys distributed to the county under this section.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 77-209; s. 3, ch. 79-359; s. 72, ch. 79-400; s. 4, ch. 80-209; s. 2, ch. 80-222; s. 5, ch. 83-297; s. 1, ch. 83-321; s. 40, ch. 85-55; s. 1, ch. 86-4; s. 76, ch. 86-163; s. 61, ch. 87-6; s. 1, ch. 87-99; s. 35, ch. 87-101; s. 1, ch. 87-175; s. 5, ch. 87-280; s. 4, ch. 88-226; s. 6, ch. 88-243; s. 2, ch. 89-217; ss. 31, 66, ch. 89-356; s. 2, ch. 89-362; s. 1, ch. 90-107; s. 1, ch. 90-349; s. 81, ch. 91-45; s. 230, ch. 91-224; s. 3, ch. 92-175; s. 1, ch. 92-204; s. 32, ch. 92-320; s. 4, ch. 93-233; s. 1, ch. 94-275; s. 3, ch. 94-314; s. 37, ch. 94-338; s. 3, ch. 94-353; s. 1, ch. 95-133; s. 1434, ch. 95-147; s. 3, ch. 95-304; s. 1, ch. 95-360; s. 1, ch. 95-416; ss. 44, 46, ch. 96-397; s. 43, ch. 96-406; s. 15, ch. 97-99; s. 1, ch. 98-106; s. 58, ch. 99-2; s. 1, ch. 99-287; ss. 6, 11, 14, ch. 2000-312; s. 11, ch. 2000-351; s. 14, ch. 2001-252; s. 10, ch. 2002-265; s. 1, ch. 2003-34; s. 1, ch. 2003-37; s. 2, ch. 2003-78; s. 145, ch. 2003-261; s. 1, ch. 2005-96; s. 1, ch. 2009-133; s. 1, ch. 2012-180; s. 1, ch. 2013-168; s. 2, ch. 2016-6; s. 1, ch. 2016-220; s. 1, ch. 2017-36; s. 5, ch. 2018-118; s. 1, ch. 2020-10; s. 3, ch. 2022-5; s. 1, ch. 2022-214; s. 45, ch. 2023-8; s. 2, ch. 2023-157.

¹**Note.**—The word “of” preceding the word “the” was deleted by the editors to improve clarity.

²**Note.**—The word “for” was substituted for the word “of” by the editors to conform to context.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: JD Langford, Assistant County Administrator Tanya Cannady, Business Service Director

SUBJECT/TITLE: Public hearing to consider adoption of Resolution 24-25-095 pertaining to the re-imposition of the solid waste special assessment.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-095 pertaining to the re-imposition of the solid waste special assessment.

FISCAL IMPACT

The fiscal impact is a proposed increase in the assessment to \$236.36 which would be an increase of approximately \$281,001 in assessment revenue for the Solid Waste Fund based on the current residential unit count.

Attachments: [SW Preliminary Tear Sheet - Affidavit.pdf](#)
Attachments: [Resolution 25-26-095 Preliminary Solid Waste assessment.SGS.pdf](#)
Attachments: [statement of issue solid waste assessment 6-3-25.docx](#)

AFFIDAVIT OF PUBLICATION
HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No. NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE
FOR COLLECTION OF SOLID WASTE SPECIAL
ASSESSMENTS FISCAL YEAR 2024-25**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

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

MAY 23, 2025

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

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 27th day of May, 2025
by Janet Emerson, who is personally known to me.



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



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

Obituaries

Ethel L. Hodge

Ethel Lovett Hodge of Winter Haven, Florida, left for her eternal home on Tuesday, May 20, 2025. Born in Dillon, South Carolina, on Jan. 9, 1935, to George and Leola Lovett. She will be remembered as a loving wife, devoted mother, grandmother, sister and friend. Mrs. Hodge cherished her grandchildren and great-grandchildren. She loved Jesus and she always shared her love for him, just to save one soul. She was an outstanding cook and anyone who came to her home never left hungry. She was of Pentecostal faith and a member of Avon Park Estates Pentecostal Church.

Mrs. Hodge was preceded in death by her husband of 57 years, Vance Alvie Hodge; sons, Rev. George V. Hodge and Pete Thompson Hodge, and great-grandson, Cameron Hodge. Leaving a true legacy of

survivors are her children, Janice Altman of Sebring, Florida, Mae Truett (Eddie) of Winter Haven, Florida, Connie Hodge Todd (Richard) of Avon Park, Florida, and William Hodge (Lynda) of Sebring, Florida; 19 grandchildren, 35 great-grandchildren, seven great-great-grandchildren; brother, Alfred Hodge (Peggy) of Avon Park; sister, Evelyn Hodge or Avon Park, Florida, as well as several nieces and nephews.

Services for Mrs. Hodge will be held at 11 a.m. Saturday, May 24, 2025, at Stephenson-Nelson Funeral Home of Avon Park, Florida, with family receiving friends beginning at 9 a.m. Burial will follow at Bougainvillea Cemetery.

Arrangements entrusted to Stephenson-Nelson Funeral Home, Avon Park, Florida. Online condolences may be left at www.stephensonnelsonfh.com

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Dr. Roger K. Wilde

Dr. Roger Kenneth Wilde, age 91, passed away Wednesday, May 14, 2025 in Sebring, Florida. He was born in Lincoln, Nebraska to Ralph and Margaret Hymer on April 27, 1934. He grew up in Boise, Idaho on his parents' dairy farm. Dr. Wilde was a resident of Sebring since 2001 coming from Jacksonville, Florida. He liked to teach, loved people, and enjoyed sports, especially golf. Roger also played baritone for the Highlands County Concert Band. He was a loving, caring man who could be found at his favorite restaurant, Oscars.

Roger is survived by his wife, Kathryn Wilde of Sebring, Florida; chil-

dren, Janet Townsend (Brad) of Atlanta, Georgia; son-in-law, Bill Wenneker (late Karen) of Little Rock, Arkansas; stepdaughters, Amy Crimi and Kristina Jones; grandchildren, Katie, Julie (Mike), Michael (Hope), Kristi (Aaron), Kayla (Cory), Elexie, and Michael; great-grandchildren, Reuben, Shepherd, Brielle, Kierstyn, Ryder, Ellie and Zoey. Roger was preceded in death by his parents as well as his beloved daughter Karen.

Cremation arrangements entrusted to Stephenson-Nelson Funeral Home, 4001 Sebring Parkway, Sebring, FL 33870. Online condolences may be left at www.stephensonnelsonfh.com

SEASON FROM PAGE 1A

Hurricane Katrina.

“The hurricane center is fully staffed up and we’re ready to go,” acting NOAA administrator Laura Grimm said. “We are making this a top priority for this administration.”

Since 1995, 21 of the 30 Atlantic hurricane seasons have been officially classified as above normal, with nearly half of those considered “hyperactive,” according to NOAA. It classifies seasons based on their Accumulated Cyclone Energy (ACE) index, which takes into account the number and strength of storms and how long they last. In the last 10 years, only 2015 was below normal and 2022 was near normal.

Last year started with a record early Category 5 hurricane in Beryl but then had a lull during the early part of peak storm season from mid-August to mid-October.

But then six storms, including Helene and Milton, formed in just two weeks. With 18 named storms, 11 of those becoming hurricanes and five major hurricanes, 2024 was considered a hyperactive season in the Atlantic. And it was the third such in the last 10 years.

“With a warming climate, forecasting above the long-term mean is always a safe bet,” said Kristen Corbosiero, a University at Albany tropical meteorology professor who was not part of the NOAA research.

Human-caused climate change has generally made storms more intense, wetter and slower-moving so they drop more rain, Corbosiero and other experts said.

“The main fuel source for hurricanes is warm ocean waters,” Corbosiero said. “Warmer ocean water, warmer atmosphere above it can hold more moisture, more fuel for storms.”

Corbosiero said there

are three main factors: Water temperature, the El Nino/La Nina cycle of natural ocean warming and cooling, and “seeds” of storms coming off Africa as thunderstorms. The warmer-than-normal water pushes toward a busy season, the El Nino cycle is neutral and it’s too early to know what’s coming off Africa, she and other hurricane experts said.

With climate change, hurricanes are powering up from almost nothing to intense storms more quickly, giving people less notice for whopper storms, meteorologists said. Every Category 5 hurricane that hit the United States was a tropical storm or weaker just three days earlier, Graham said.

Several other groups besides NOAA — private, public and academic — have already made forecasts for the upcoming season and they average out to a busy, but not hyperactive year with 16 named storms,

eight of which become hurricanes and four major hurricanes.

Phil Klotzbach, who coordinates Colorado State’s pioneering forecast program, is calling for a bit more than other forecasters — 17 named storms, nine hurricanes and four majors — heavily based on the warm waters and past trends. Still, it should not quite be like last year, he said.

“At least we’re not looking at a crazy hot Atlantic like we did last year at this time,” Klotzbach said. “We’re still pretty toasty out there. So I don’t have the warm fuzzies about 2025.”

Even if it’s a quiet year, Corbosiero said just one storm can change everything, recalling an ultra quiet 1992, when that one storm was the devastating Hurricane Andrew.

“We don’t need a hyperactive season to have devastation in the U.S. or the Caribbean or anywhere,” Corbosiero said.

PROPERTY FROM PAGE 1A

budget issues and budget concerns, to be spending this kind of money ... So, I plan to vote ‘no.’

“I wish we could have afford it and I think it is a great need,” he said, adding he believed there was something the District could do to make this acquisition happen without spending the money.

Superintendent Brenda Longshore said she appreciated Whidden’s comments.

She said the dilemma

for the school is that for years parking was allowed on that property. With not having that space for parents to park, they would have to park at Head Field to get to the school for any type of parent involvement activity.

“It is quite a distance for folks to be able to walk and there really isn’t any other parking areas on that particular campus,” Longshore said. “I agree with Miss Howerton as she spoke about the timing not being great, but this also would not generally come out of our general fund.”

Whidden asked how

many times the parking lot would be used for such things as open house and awards, and would that really warrant the amount of money that the District would spend for the property.

Longshore said she imagines that every month there is some type of parent involvement at the school.

Human Resources Director Carla Ball, who is a former principal at Avon Elementary, said she was very excited when she heard the property was for sale because the property was utilized quite a bit.

“It is used for awards days, which are every nine weeks, Thanksgiving and Christmas lunches, parent nights, curriculum nights,” she said.

The person who had lived in the house was generous enough to let the school use the property. Ball, herself, had often thought it would be won-

derful if there was an opportunity to purchase the property.

“It would be a great benefit for the school and a convenience for parents as well,” she said.

Whidden said, “I have no doubt in my mind it is a great piece of property and in other financial times it would be a great acquisition, but as we move forward I am encouraging the Board to really develop a different mindset as we look at our budget and how we spend our money.”

School Board Chair Nicole Radonski said this vote does not approve the actual purchase of the property.

The property contract calls for a 38-day period for due diligence. It would go to the Board again for final approval of the purchase.

The Board voted 4-1, with Whidden voting “no,” to enter the due diligence period for the possible purchase of the property.

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS FISCAL YEAR 2024-25

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, will hold a public hearing to consider an increase in the Solid Waste Special Assessment for the provision of solid waste related services, facilities and programs within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 2025.

The public hearing will be held on Tuesday, June 3, 2025, at 9:00 a.m., or as soon thereafter as possible, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have the right to appear at the public hearing and to file written objections with the Board of County Commissioners within ten (10) days of the publication of this notice. Written objections should be sent to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Avenue, Sebring, FL 33870.

The estimated total revenue expected to be collected from the Solid Waste Special Assessment for the Fiscal Year beginning October 1, 2025, is \$9,622,495.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matters considered at the public hearing, such person will need a record of the proceedings, and may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2025:

Solid Waste Assessment Rates	
Property Category	Rate Per Dwelling Unit
Residential	\$236.36

Copies of the Solid Waste Special Assessment Ordinance and the Final Assessment Resolution, initiating and imposing the Solid Waste assessment, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the Solid Waste Special Assessment are available for inspection at the office of the County Administrator, office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Non-Ad Valorem Assessment Department at(863) 402-6500; Monday through Friday between 8:00 am and 5:00 pm.

TAX

FROM PAGE 1A

interest on some auto loans.

To partially offset the lost revenue, Republicans propose repealing or phasing out more quickly the clean energy tax credits passed during Joe Biden’s presidency, helping to bring down the overall cost of the tax portion to about \$3.8 trillion.

The bill includes a temporary boost in the standard deduction — a \$1,000 increase for individuals, bringing it to \$16,000 for individual filers, and a \$2,000 boost for joint filers, bringing it to \$32,000. The deduction reduces the amount of income that is actually subject to income tax.

There is also a temporary \$500 increase in the child tax credit, bringing it to \$2,500 for 2025 through 2028. It then returns to \$2,000 and will increase to account for inflation.

The estate tax exemption rises to \$15 million and is adjusted for inflation going forward.

One of the thorniest issues in negotiations had been how much to raise the state and local tax deduction, now capped at \$10,000. That’s been

a priority of New York lawmakers. The bill increases the “SALT” cap to \$40,000 for incomes up to \$500,000, with the cap phasing downward for those with higher incomes. Also, the cap and income threshold will increase 1% annually over 10 years.

Several of the provisions Trump promised in the campaign would be temporary, lasting roughly through his term in office. The tax breaks for tips, overtime and car loan interest expire at the end of 2028. That’s also the case for a \$4,000 increase in the standard deduction for seniors.

Among the various business tax provisions, small businesses, including partnerships and S corporations, will be able to subtract 23% of their qualified business income from their taxes. The deduction has been 20%

Businesses will temporarily be allowed to fully expense domestic research and development costs in the year they occur and the cost of machinery, equipment and other qualifying assets. This encourages businesses to invest in ways that enhances their productivity.

RESOLUTION NO. 24-25-095

(Preliminary Solid Waste Assessment Fiscal Year 2025-26)

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE PRELIMINARY RE-IMPOSITION OF THE SOLID WASTE SPECIAL ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR BENEFITTED ASSESSED PROPERTY; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF SOLID WASTE SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR PRELIMINARY RESIDENTIAL SOLID WASTE ASSESSMENT SCHEDULE; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING AUTHORIZATION FOR PUBLICATION; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment (hereafter referred to as the "County Code" or "Ordinance"), authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the solid waste assessment is imposed each fiscal year in an equitable and efficient method of allocating and apportioning, based on residential dwelling units, in order to pay for the cost of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, pursuant to the County Code, Section 8.5-46, the County desires to revise and re-impose its annual solid waste assessment outside of the rates established in prior annual assessment Resolutions for funding solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the County has determined that it is in the best interest of its residential citizens for it to update the assessment roll and revise and re-impose the solid waste assessment for the Fiscal Year beginning October 1, 2025.

WHEREAS, the County Code provides for the establishment of the annual solid waste assessment by resolution.

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 findings are hereby adopted.

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the County Code, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Benefitted Assessed Property. It is hereby ascertained, determined and declared that each parcel of assessed residential property located within the geographic area of the County as described in **Exhibit “A”** attached hereto will be benefited by the County’s operation of a residential solid waste collection and disposal program.

SECTION 4. Imposition and Computation of Solid Waste Assessment. The solid waste assessment shall be imposed against the Benefitted Assessed Properties until discontinued or changed.

SECTION 5. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the County Code are affirmed and incorporated herein by reference.

SECTION 6. Residential Solid Waste Assessment Schedule. The following table reflects the proposed residential solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2025:

Solid Waste Assessment Rates	
Property Category	Rate Per Dwelling Unit
Residential	\$236.36

SECTION 7. Assessment Roll.

A. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary assessment roll for the Fiscal Year commencing October 1, 2025. The assessment roll shall include all Benefitted Assessed Property located within the boundaries described in Section 3 hereof.

B. It is hereby ascertained, determined and declared that the method for determining the solid waste assessment as set forth herein is a fair and reasonable method of apportioning the residential solid waste collection and disposal program cost among benefitted parcels on the assessment roll for the County.

SECTION 8. Authorization for Public Hearing. There is hereby established a public hearing to be held at 9:00 a.m., on July 1, 2025, in the Commission Chambers of the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring Florida, 33870, at which time the County will receive and consider any comments from the public and affected property owners and consider imposing the final solid waste assessment for the Fiscal Year commencing October 1, 2024, collecting such assessments imposed on Benefitted Assessed Property within the County on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 9. Notice by Publication. The County Administrator, or designee, shall publish notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 8.5-46 of the County Code. The notice shall be published no later than at least 20 days prior to public hearing July 1, 2025, in substantially the form attached hereto as **Exhibit “B”**.

SECTION 10. Method of Collection. It is hereby declared that the solid waste assessment re-imposed on Benefitted Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2025.

SECTION 11. Application of Assessment Proceeds. Proceeds derived by the County from the solid waste assessment will be utilized for the providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund solid waste and recyclable materials collection and disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

SECTION 12. Savings Clause. All prior actions of Highlands County pertaining to the preliminary residential solid waste assessment rate, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 13. 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 14. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 15. 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 16. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

[Signatures on Following Page]

PASSED AND ADOPTED this _____ day of _____ 2025.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

ARLENE TUCK, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”

The areas to be affected by the levy shall embrace all of Highlands County, less the incorporated areas thereof, and said County boundaries are described as follows:

Beginning at the Northwest corner of Township thirty-three South, Range twenty-eight East; thence East on Township line dividing Townships thirty-two and thirty-three South, to the intersection of same with the Kissimmee River; thence southerly along the thread of said river and bordering Okeechobee County, to the intersection of the Township line dividing Townships thirty-seven and thirty-eight South with said river and boundary; thence West on said township line to the Southwest corner of Township thirty-seven South, Range thirty-two East; thence South on range line dividing ranges thirty-one and thirty-two East to the Southwest corner of Township thirty-eight South, Range thirty-two East; thence West on the Township line dividing townships thirty-eight and thirty-nine South to the Northwest corner of Township thirty-nine South, Range thirty-one East; thence South on the range line dividing ranges thirty and thirty-one East, to the Southwest corner of Township thirty-nine South, Range thirty-one East; thence West on the Township line dividing Townships thirty-nine and forty South, to the Northwest corner of Township Forty South, Range twenty-eight East; thence North on the range line dividing ranges twenty-seven and twenty-eight East to the Place of Beginning. Less the incorporated areas lying therein.

Exhibit “B”

(To be published no later than June 11, 2025)

**NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR
COLLECTION OF SOLID WASTE
SPECIAL ASSESSMENTS**

Notice is hereby given that the Highlands County Board of County Commissioners will conduct a public hearing to consider the final re-imposition of the Solid Waste Special Assessment for the provision of solid waste related services, facilities and programs within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 2025.

The public hearing will be held on Tuesday, July 1, 2025, at 9:00a.m., or as soon thereafter as possible, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within ten (10) days of the publication of this notice. Written objections should be sent to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Avenue, Sebring, FL 33870.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the public hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Relay Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2025:

Solid Waste Assessment Rates	
Property Category	Rate Per Dwelling Unit
Residential	\$236.36

Copies of the Solid Waste Codes and Ordinances, the Preliminary Rate Resolution, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the solid waste special assessment are available for inspection at the County Administrator’s office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Non-Ad Valorem Assessment Department at (863) 402-6500; Monday through Friday between 8:00 am and 5:00 pm.

The current annual residential solid waste assessment rate is \$229.47. In July 2021, the Board adopted Resolution No 20-21-131, which authorized an annual increase not more than 3% each fiscal year for the 5 years following fiscal year 2021-2022. The proposed rate for fiscal year 25-26 is \$236.36, which represents year 4 of 5 within the resolution.

Florida Waste Solutions can increase the monthly per residential customer charge up to a maximum of 3% based on the adjustment methodology provided for in the Franchise Contract. Any increase from Florida Waste Solutions would be effective October 1, 2025.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: James K. Duppenthaler, Fire Chief

SUBJECT/TITLE: Request adoption of Ordinance 24-25-12 pursuant to Florida Statutes, Section 125.01

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Ordinance 24-25-12 pursuant to Florida Statutes, Section 125.01.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Burn Ban Ord 24.25.12.docx](#)

Attachments: [Statement of issue.docx](#)

Attachments: [Ord 24-25-12 aff.pdf](#)

ORDINANCE NO. 24-25-12

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE DECLARATION OF A BURN BAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL AND APPLICABILITY OF BURN BAN, EXCEPTIONS AND PENALTIES; PROVIDING FOR AUTOMATIC SUNSET, CANCELLATION AND/OR EXTENSION OF BURN BAN; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Florida Constitution, Article VIII, Section 1 and Florida Statutes, Section 125.01, a County possesses the authority to conduct County government and, among other matters, the prerogative to adopt ordinances necessary to exercise of its powers and to prescribe penalties for violations of such ordinances; and

WHEREAS, the Florida Department of Agriculture and Consumer Services, Florida Forest Service, Sebring Forestry Station Area Supervisor has informed the Highlands County Fire Chief that a recent reading of the Keetch Byran Drought Index (KBDI), which is used for estimating dryness of soil and duff layers, rates Highlands County as exceeding 500 on a scale of 0 – 800; and

WHEREAS, drought conditions are conducive to wildfires; and

WHEREAS, hazardous weather and atmospheric surroundings point toward drought conditions into the foreseeable future in Highlands County; and

WHEREAS, wildfire risk increases each day without rain; thus, warranting the implementation of a burn ban; and

WHEREAS, based on the information presented by the Florida Forest Service and the Highlands County Fire Chief, the County has determined that a burn ban is needed and that enactment of this Ordinance is necessary in order to address the conditions in Highlands County.

NOW THEREFORE, BE IT ORDAINED by Highlands County, Florida, that:

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

SECTION 2. APPROVAL AND APPLICABILITY OF BURN BAN, EXCEPTIONS, AND PENALTIES.

A. *Prohibitions.* Due to the fire hazard conditions existing in Highlands County, from the Effective Date hereof until sunset or repeal in accordance herewith, there shall be a burn ban in effect and all outdoor burning of yard trash, grass, vegetation, lumber, trees, household paper products, and/or debris is prohibited. All bonfires, campfires, warming fires, fires in outdoor fireplaces, outdoor pyrotechnic displays and open cooking fires are also prohibited.

B. *Applicability.* This burn ban shall apply in all areas of Highlands County; however, to the extent a municipality within Highlands County has an ordinance or charter provision in effect which conflicts with the provisions hereof, the regulation of said municipality shall prevail in the jurisdictional boundaries of the municipality.

C. *Exceptions.*

1. Cooking food exclusively within a contained gas or charcoal grill.
2. Activities authorized by the Florida Forest Services.

D. *Penalties.* Any person who refuses to comply with or violates the provisions of this burn ban shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed sixty (60) days in a county jail or both.

SECTION 3. PROVIDING FOR AUTOMATIC SUNSET, CANCELLATION AND/OR EXTENSION OF BURN BAN.

A. The burn ban approved by this Ordinance shall automatically sunset 60 days after the Effective Date hereof unless extended or terminated sooner in accordance herewith.

B. After consultation with the Florida Forest Service and the Fire Chief determines that the burn ban can be lifted, the Fire Chief shall issue a formal notice of termination of the burn ban placed into effect pursuant to this Ordinance.

C. The burn ban may be extended by amendment to this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to this burn ban, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairwoman

(SEAL)

ATTEST

By: _____
Jerome Kaszubowski, Clerk

Statement of Issue #1213-2024

Due to the current conditions and recent reading of the Based on the latest assessments, key fire risk indicators such as the **Keetch-Byram Drought Index (KBDI)**, **Fire Danger Index (FDI)**, and **Fire Readiness Level (FRL)** it is necessary to enact this Burn Ban Ordinance to protect the health, safety, and welfare of County residents, visitors, and businesses.

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. County Ordinance No. 24-25-12

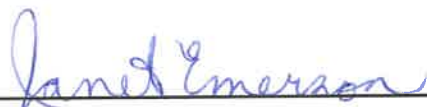
STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

May 23, 2025

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

SIGNED:


Janet Emerson

Sworn to and subscribed before me this 23rd day of May 2025 by Janet Emerson, who is personally known to me.


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

00028885 00185173

BOARD OF COUNTY COMMISSIONERS (HNS)
600 S COMMERCE AVE
SEBRING, FL 33871-1926



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

**NOTICE OF PUBLIC HEARING
TO CONSIDER COUNTY
ORDINANCE NO. 24-25-12**

**NOTICE IS HEREBY GIVEN TO
WHOM IT MAY CONCERN:**

NOTICE is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to for the purpose of considering enactment of the following ordinance on **June 3, 2025 at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE DECLARATION OF A BURN BAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL AND APPLICABILITY OF BURN BAN, EXCEPTIONS AND PENALTIES; PROVIDING FOR AUTOMATIC SUNSET, CANCELLATION AND/OR EXTENSION OF BURN BAN; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Arlene Tuck, Chairwoman
May 23, 2025

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Public Hearing to consider adoption of ordinance 24-25-11, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order related to the operation or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or which involve the extraction of natural materials, earth or topsoil.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt ordinance 24-25-11, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order related to the operation or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or which involves the extraction of natural materials, earth or topsoil.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [ORDINANCE 24-25-11 Moratorium_Sand Mine.SGS.pdf](#)
Attachments: [Sand Mine Moratorium Agenda Memo.SGS.docx](#)
Attachments: [Ord 24-25-11 aff.pdf](#)

ORDINANCE NO. 24-25-11

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE IMPLEMENTATION OF A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING AND/OR CONSIDERATION OF ANY PETITION, APPLICATION OR REQUEST FOR A DEVELOPMENT ORDER RELATED TO THE OPERATION OR MAINTENANCE OF A SAND, GRAVEL, ROCK OR STONE PIT, QUARRY OR OTHER MINING OPERATION OR WHICH INVOLVE THE EXTRACTION OF NATURAL MATERIALS, EARTH OR TOPSOIL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR A TEMPORARY MORATORIUM; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County, as provided in the Florida Constitution, Article VIII, Section 1(f) and Florida Statutes, Chapters 163 and 125, enjoys police power, land development and zoning authority, and the governmental and proprietary powers necessary to conduct county government and perform county functions, and the County may exercise any power for county purposes, except as expressly prohibited by law; and

WHEREAS, Highlands County has enacted land development regulations in the interest of the health, safety and welfare of its citizens, visitors and business residents; and

WHEREAS, the County's Code of Ordinances ("Code") contains various regulations related to the operation or maintenance of sand, gravel, rock or stone pits, quarries or other mining operations or developments which involve the extraction of natural materials, earth or topsoil; and

WHEREAS, such regulations have not been reviewed or changed in many years and the standards for considering a development order for the operation or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or a development which involves the extraction of natural materials, earth or topsoil may not adequately assess the evolution of the surrounding areas and/or the unique impacts of these types of developments; and

WHEREAS, the County is prepared to study the current Code with the intent of reviewing, updating and promulgating County land development and other regulations to provide more clear guidelines for the operation and maintenance of sand, gravel, rock or stone pits, quarries or other mining operations or developments which involve the extraction of natural materials, earth or topsoil; and

WHEREAS, in order to protect the health, safety and welfare of its citizens, visitors and business residents, Highlands County desires to further research, review and consider certain

existing regulations and standards pertaining to the operation and maintenance of sand, gravel, rock or stone pits, quarries or other mining operations or developments which involve the extraction of natural materials, earth or topsoil; and

WHEREAS, the imposition of a temporary moratorium, on the acceptance, processing and/or consideration of any petition, application or request for a development order, related to the operation and maintenance of sand, gravel, rock or stone pits, quarries or other mining operations or developments which involve the extraction of natural materials, earth or topsoil, will allow the necessary time to research, review, study and prepare the appropriate regulations for Highlands County; and

WHEREAS, after conducting a public hearing, Highlands County finds that such a temporary moratorium serves a legitimate public purpose, is reasonable in time and is in the best interest of the health, safety and welfare of the citizens, visitors and business residents of Highlands County.

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

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

SECTION 2. TEMPORARY MORATORIUM.

A. Beginning on the Effective Date of this Ordinance, a temporary moratorium is hereby imposed on the acceptance, processing and/or consideration of any petition, application or request for a development order pertaining to the operation and maintenance of sand, gravel, rock or stone pits, quarries or other mining operations or developments which involve the extraction of natural materials, earth or topsoil.

B. In order to protect the due process and other constitutional rights of applicants and the general public, any petitions or applications received prior to the effective date of this ordinance shall be tolled for the term of this moratorium and if this moratorium is lifted without change in the current regulations pertaining to the operation and/or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or development which involves the extraction of natural materials, earth or topsoil, such a petition, application or request shall resume at no additional cost to the petitioner/applicant. If, however, the moratorium is lifted with changes to the current requirements for the operation and/or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or development which involves the extraction of natural materials, earth or topsoil, such petition, application or request must be revised as necessary to conform with the newly adopted regulations and shall thereafter resume at no additional cost to the petitioner/applicant.

C. This temporary moratorium shall be in effect through and including June 1, 2026, and shall automatically terminate unless lifted sooner through repeal of this Ordinance. This temporary moratorium may also be extended one time for a period not to exceed one hundred twenty (120) additional days, so long as the necessary public hearings are conducted and findings

made that the issues giving rise to the need for the temporary moratorium established hereunder to continue to exist and that reasonable progress is being made in the carrying out of a specific and prompt plan for corrective legislative action.

D. This temporary moratorium shall have no effect on any development order approvals secured prior to the Effective Date of this Ordinance.

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

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

SECTION 5. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 7. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

[Signatures on Following Page]

DONE AND ADOPTED this ____ day of _____ 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Public Hearing to consider adoption of ordinance 24-25-11, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order related to the operation or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or which involve the extraction of natural materials, earth or topsoil.

STATEMENT OF ISSUE

At the Regular Board Meeting held on May 20, 2025, the Board directed the County Attorney and County Administrator to draft the appropriate mechanism to implement a temporary moratorium on sand mining operations. Sand mining operations may also include gravel, rock or stone pit, quarry or other mining operations which involve the extraction of natural materials, earth or topsoil; thus, the proposed Ordinance includes all such mining activities and sets forth parameters for the moratorium which are reasonable under the circumstances and which will allow County staff the time necessary to fully evaluate the County Code and propose revisions to the current regulations which will provide more clear guidelines for sand, gravel, rock or stone pits, quarries or other mining operations which involve the extraction of natural materials, earth or topsoil and the development standards for the same. A public hearing notice was properly published on the 23rd day of May 2025, to allow for consideration of the proposed Ordinance.

RECOMMENDED ACTION

Move to adopt ordinance 24-25-11, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order related to the operation or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or which involves the extraction of natural materials, earth or topsoil.

FISCAL IMPACT

There is no fiscal impact.

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

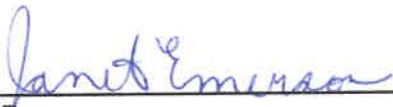
Case No. County Ordinance No. 24-25-11

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

May 23, 2025

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


Janet Emerson

Sworn to and subscribed before me this 23rd day of May 2025 by Janet Emerson, who is personally known to me.


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

00028885 00185172

BOARD OF COUNTY COMMISSIONERS (HNS)
600 S COMMERCE AVE
SEBRING, FL 33871-1926



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

**NOTICE OF PUBLIC HEARING
TO CONSIDER COUNTY
ORDINANCE NO. 24-25-11**

**NOTICE IS HEREBY GIVEN TO
WHOM IT MAY CONCERN:**

NOTICE is hereby given that the Highlands County Board of County Commissioners will hold a public hearing for the purpose of considering enactment of the following ordinance on **June 3, 2025, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE IMPLEMENTATION OF A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING AND/OR CONSIDERATION OF ANY PETITION, APPLICATION OR REQUEST FOR A DEVELOPMENT ORDER RELATED TO THE OPERATION OR MAINTENANCE OF A SAND, GRAVEL, ROCK OR STONE PIT, QUARRY OR OTHER MINING OPERATION OR WHICH INVOLVE THE EXTRACTION OF NATURAL MATERIALS, EARTH OR TOPSOIL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR A TEMPORARY MORATORIUM; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Arlene Tuck, Chairwoman
May 23, 2025

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Cyndie Kramer, Planning & Zoning Manager

**SUBJECT/TITLE: Consideration of Statement of Legislative Intent for an
Amendment to the Land Development Regulations to Adopt
Lighting Regulations**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Provide direction to staff.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Statement of Issue.pdf](#)
Attachments: [Okeechobee Lighting Standards.pdf](#)
Attachments: [Highlands County Military Airport Zones.pdf](#)
Attachments: [JLUS Excerpt.pdf](#)
Attachments: [Map of Existing Dark Sky Buffer & MAZ areas.pdf](#)
Attachments: [Map of Conservation Areas.pdf](#)

Consideration of Statement of Legislative Intent for an Amendment to the Land Development Regulations to Adopt Lighting Regulations

Statement of Issue:

In March 2025, Okeechobee County passed an ordinance creating a Dark Sky Buffer Area in the area of Kissimmee Prairie Preserve State Park, adjacent to Highlands County. Within the Dark Sky Buffer Area, the ordinance also created exterior lighting standards in order to mitigate light pollution and preserve the nighttime environment in the area.

Information about the Okeechobee County ordinance was shared at one of Highlands County's Comprehensive Plan Community Workshops, with a request for Highlands County to consider adopting similar regulations.

Based on a cursory review of existing regulations, it was determined that Highlands County Ordinance 13-14-11 adopted lighting regulations in Military Airport Zone (MAZ) areas I and II, as recommended in the 2010 Avon Park Air Force Range Joint Land Use Study (AFAPR JLUS). These regulations were intended to reduce light encroachment on APAFR flight corridors and maneuver areas, to prevent interference with flight activities. The MAZ I and II areas are directly adjacent to Okeechobee County's Dark Sky Buffer Area.

Other than the lighting regulations in the MAZ areas, the Highlands County Land Development Regulations do not contain any general lighting regulations for new development.

The purpose of this Statement of Legislative Intent is to receive input and direction from the Board on whether they would like staff to pursue drafting amendments to the Land Development Regulations to adopt regulations pertaining to lighting.

Possible Options to Consider:

- Update the existing language for MAZ areas I & II to be consistent with the Okeechobee County external lighting regulations and the recommendations of the APAFR JLUS.
- Create "dark sky" buffer areas and apply lighting regulations consistent with the MAZ areas, to reduce light encroachment in other natural areas of the County, such as around Highlands Hammock State Park, Lake June in Winter State Park, Lake Wales Ridge Wildlife & Conservation Areas, Kissimmee River, Archbold Biological Station, and Sun 'n Lake Preserve.
- Draft less restrictive County-wide lighting regulations that would minimize light pollution, avoid light trespass on neighboring property, reduce glare to motorists, and save energy.

ORDINANCE 2025 - 0003
EXHIBIT “A”

7.09.03. Exterior lighting standards.

- A. *Findings.* In 2016, Kissimmee Prairie Preserve State Park was designated as Florida’s first Dark Sky Park by DarkSky International, a nonprofit that works to raise awareness about the negative impacts of light pollution and preserve the nighttime environment. The board of county commissioners finds that the establishment of exterior lighting standards and regulations in a buffer area of the County adjacent to Kissimmee Prairie Preserve State Park will further mitigate light pollution and preserve the nighttime environment in the area.
- B. *Applicability.* This section shall apply only in that portion of the County lying west of US 441 and north of the section/township line along which County Road 724 runs (hereinafter, the “Dark Sky Buffer Area”). Subject to the allowances of part 11.01.00 (Existing Nonconforming Development), this section shall apply to all development within the Dark Sky Buffer Area, and to the replacement of exterior lighting fixtures within the Dark Sky Buffer Area.
- C. *Generally.* Exterior lighting shall be controlled to not adversely affect adjacent properties, neighboring areas and motorists. Exterior lighting intensities shall be controlled to ensure that light spillage and glare are not directed onto adjacent properties or streets and all direct illumination is kept within property boundaries.
- D. *Fixtures.* Exterior lighting shall be architecturally integrated with the character of the building. Full cut-off type lighting fixtures shall be used to illuminate all site areas, including pedestrian, parking, and circulation.
- E. *Type and shielding standards.* Exterior lighting shall be fully-shielded to prevent glare. Any bright light shining onto adjacent property or streets which results in nuisance glare or disabling glare shall not be permitted. The shield or hood must mask the direct horizontal surface of the light source. The light must be aimed to ensure the illumination is only pointing downward onto the ground surface, without any upward light permitted that contributes to sky glow.
- F. *Height.* Exterior lighting not attached to structures shall be designed, located and mounted at heights no greater than 25 feet above grade.
- G. *Illumination levels.*
 - 1. Nonresidential. Maximum illumination at the property line shall not exceed 0.3 footcandles and 0.01 footcandles, ten feet beyond the property line. The intensity of illumination for exterior lighting across the site shall not exceed an average of six footcandles measured at grade.

2. Fixtures shall be placed to provide uniform distribution of light and to avoid excessive glare. Lighting fixtures in scale with pedestrian activities shall provide for uniform distribution of lighting to produce minimal shadows.
- H. *Multi-family residential.*
1. Open parking lots and access thereto shall be provided with a maintained minimum of 1.0 footcandle on the parking surface from dusk until dawn. The uniformity ratio shall not exceed a 12:1 ratio maximum to minimum footcandles.
 2. Alleys shall be provided with a maintained minimum of 0.3 footcandle on the alley surface from dusk to dawn.
- I. *Parking and unenclosed areas.* Parking and unenclosed areas under or within buildings shall be provided with a maintained minimum of 1.0 footcandle of light on the walking and parking surfaces from dusk until dawn, and the ratio of maximum to minimum illumination in footcandles shall not exceed 12:1.
- J. *Flood or spot lamps.* Flood or spot lamps shall be aimed no higher than 45 degrees from the point directly below it, when the source is visible from any off-site residential property or public roadway. Depending upon the fixture selected, these flood or spot lamps shall be required to include a glare shield to prevent glare. Any lamp installed on a residential property must be fully shielded such that the lamp itself is not directly visible from any other residential property.
- K. *Security lighting.* Exterior lighting for nonresidential areas shall be a maximum of 1.0 footcandle from dusk until dawn. This level may be reduced to 0.5 footcandle on non-business days.
- L. *Landscape and accent lighting.* Uplighting may be utilized for landscape lighting so long as direct light emissions shall not be visible above the roofline or beyond the building edge. Accent lighting shall be directed downward onto the building or object and not toward the sky or onto adjacent properties.
- M. *Prohibitions.* The use of laser source light or any similar high intensity light for point of sale or entertainment and the operation of searchlights for advertising purposes are prohibited.
- N. *Exemptions.* Outdoor lighting fixtures on, in or in connection with the following facilities and land use types are exempt from the standards of this section, but voluntary compliance with the intent and provisions is encouraged:
1. Land owned or operated by the government of the United States of America, the state, the county or any other governmental entity.
 2. Lights used by law enforcement, firefighting, or medical personnel.

3. Residential and commercial seasonal decorations using typical unshielded low-wattage incandescent lamps shall be allowed.
4. Flag poles.
5. Lighting of radio, communication and navigation towers, provided that the owner or occupant demonstrates that the Federal Aviation Administration (FAA) regulations can only be met through the use of lighting that does not comply with this section.
6. Publicly owned sports field lighting.
7. Bona fide agricultural uses consistent with Sections 193.461, 604.50, and 823.14, Florida Statutes.

DIVISION 8. - MILITARY AIRPORT ZONE OVERLAY

Section 12.12.800. - Purpose and intent.

The Avon Park Air Force Range (APAFR), located in northeast Highlands County, is a training facility serving all branches of the military, the National Guard, and some civilian organizations, such as the South Florida State College Law Enforcement Academy.

The Military Airport Zone (MAZ) Overlay is established to ensure that land uses and activities are compatible with the operations of the APAFR, in order to protect the health and safety of residents and to preserve the mission of the APAFR. This section contains the development standards and criteria applicable within the MAZ Overlay. Where there is conflict between these overlay standards and other regulations of these land development regulations, these overlay standards shall be followed.

(Ord. No. 13-14-11, § 3)

Section 12.12.801. - Applicability.

These MAZ Overlay standards shall apply to the unincorporated areas of Highlands County located within the three MAZs (MAZ I, MAZ II, and MAZ III) as shown in Figure 12.12.801.01.

Figure 12.12.801.01 — Military Airport Zones

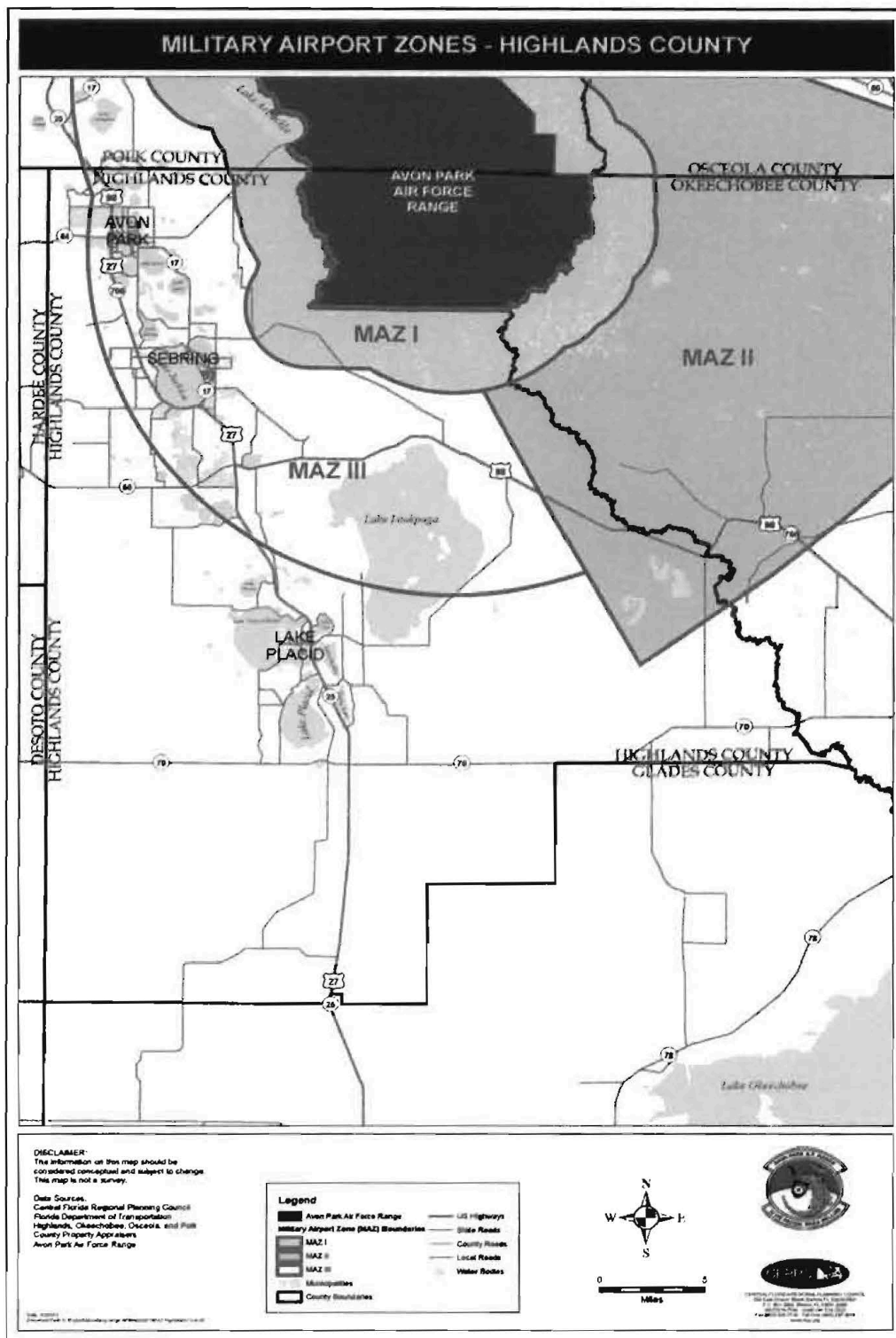


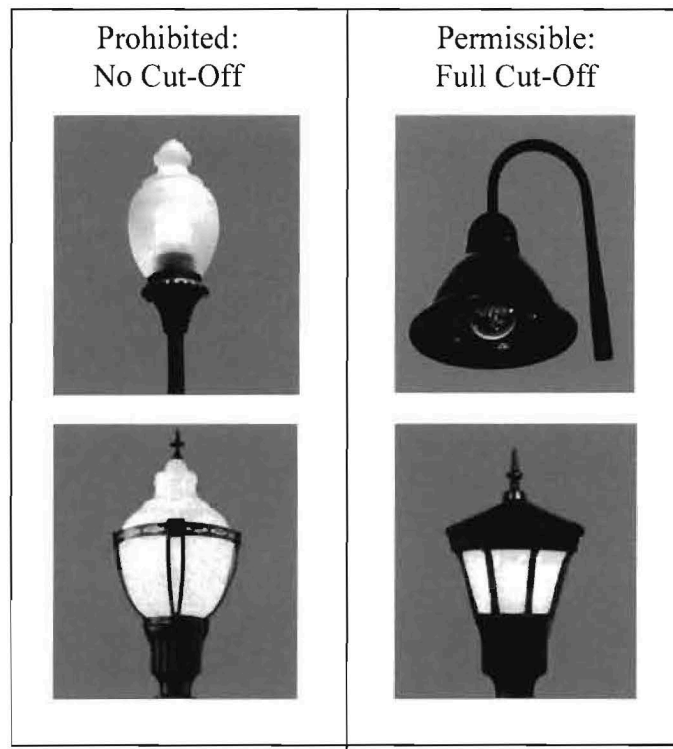
Figure 12.12.801.01 indicates areas in proximity to the APAFR Military Training Facility which may be subject to potential day and night low level aircraft overflight and military training noise during training exercises. Additional property development regulations may apply.

(Ord. No. 13-14-11, § 3)

Section 12.12.802. - Development standards.

- A. Development within the MAZ Overlay shall be consistent with the following criteria:
1. **MAZ I:** For redevelopment and new development, any structure taller than 50 feet will require a variance in compliance with section 12.03.205 of this chapter.
 2. **MAZ I and MAZ II:** Redevelopment and new development within MAZ I and MAZ II shall be consistent with the following:
 - a. All structures, including towers, are not to exceed the height requirements established by the FAA for land side improvements. All airspace management and approach procedures are to take precedence in setting height limitations on all structures;
 - b. The location of new landfills, as defined in chapter 8.5 of this Code, shall be prohibited because these activities may induce aircraft bird strike hazards; and
 - c. Any expansion beyond the March 2008 Conceptual Site Master Plan of the Highlands County Landfill located on the north side of Arbuckle Creek Road shall be approved through the Highlands County Site Plan Review Process and allow for review and comment by the APAFR, Sebring Regional Airport, and the Highlands County Development Review Committee.
 - d. Outdoor lighting will be required to comply with the following:
 - i. Street light fixtures shall be limited to 16 feet in height, unless exempted or otherwise further restricted in these land development regulations.
 - ii. Parking lot lighting fixtures shall be limited to 25 feet in height.
 - iii. All lighting shall be fully shielded with cut-off, non-glare fixtures directed only onto the subject site (see Figure 12.12.802.01). Non-shielded fixtures without cut-offs are prohibited.
 - e. Non-residential development lighting:
 - i. Electrical reflectors, spotlights, floodlights and other sources of illumination may be used to illuminate buildings, landscaping, signs, parking and loading areas, on any property provided the illumination is cast downward and the fixtures focus the illumination only onto the aforementioned features and prevent illumination upon adjacent properties or any public right-of-way.
 - ii. All lighting shall be fully shielded with cut-off, non-glare fixtures directed only onto the subject site (see Figure 12.12.802.01).

Figure 12.12.802.01 — Street Lighting



f. Sign lighting:

- i. Sign lighting shall be downward projecting or backlit. Lighting attached to signage shall be projected directly at the sign and downward using light shields, hoods, and cut-off type fixtures.

g. Lighting curfew:

- i. After closing hours and until sunrise, businesses shall turn off any unnecessary lights (those not associated with safety, security or signs).

h. Prohibited light sources:

- i. Mercury vapor lamps and fixtures.
- ii. Any illumination patterns common to aviation (similar to runway guidance lighting, flood lights above horizontal plane, etc.) when used on buildings.
- iii. Laser source light when projected above the eaves of structures.
- iv. Searchlights or laser source lighting used for advertising or entertainment purposes.

i. Lighting exempt from these regulations:

- i. Exit signs and other illumination required by building codes.
- ii. Lighting for stairs and ramps, as required by the building code.
- iii. Holiday lighting for no more than 30 days per calendar year.
- iv. Ballpark field lighting and other sporting venue lighting approved prior to the adoption of this section.

- v. Low voltage landscape lighting, but such lighting should be shielded in such a way as to eliminate glare and cast downward to prevent illumination upon adjacent properties or any public right-of-way.
- vi. Highway and street lighting fixtures and traffic control devices on public roads.
- vii. Residential lighting in swimming pools and other residential water features governed by Article 680 of the National Electrical Code.

j. Variances:

- i. Variances from the land development regulations of this article may be granted in accordance with section 12.04.118 of this chapter.
- ii. Variances for the height of structures may be granted in compliance with section 12.03.205 of this chapter.

3. *MAZ I, MAZ II, and MAZ III:*

- a. The county shall, in writing, inform all applicants of proposed development within the MAZs of potential noise nuisance and of sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities.
- b. Consistent with applicable law, all development within the MAZs shall be subject to the county's development review procedures.

(Ord. No. 13-14-11, § 3)



natural vegetative state. Additionally, other bird attractants such as landfills can attract birds creating an incompatibility with military operations. For example, the Avon Park Correctional Institution maintains a landfill approximately 3 miles west of APAFR's Bravo Range, which serves as an attractant to vultures, gulls, and raptors. **Figure 2-8** shows the locations of solid waste landfills and construction and demolition landfills, in the vicinity of APAFR based on data obtained from the Florida Department of Environmental Protection (FDEP) as of 2009. This data includes Active and Proposed Solid Waste Facilities according to the FDEP.

2.2.7 Lighting

Outdoor lights can cause difficult and unsafe flying conditions when located near airfields or within Military Training Routes used during night hours with night vision equipment. Ground lighting can interfere with a pilot's vision or with night vision instrumentation or equipment. Ground lighting may also cause confusion with approach landing patterns (Santa Rosa 2003). Examples of ground lighting that can interfere with night vision equipment are residential street lighting, stadium lighting, amusement parks, golf courses and driving ranges (if lit at night), and parking lot lighting. Mobile lights (from sources such as motor vehicles or roaming spotlights) can also cause pilot disorientation and difficulty with night vision equipment. APAFR's Restricted Airspace areas (R 2901 A-I) are the locations where this type of training occurs as shown in **Figure 2-9**.

Training for night operations is mission-essential for many APAFR tenants. Light encroachment can be light trespass, glare, sky glow or any unintended consequence from artificial lighting. Light trespass is illuminating areas not intended. Glare results from overly bright lights and interferes with vision. Sky glow is the illumination of the sky from artificial sources.



AVON PARK AIR FORCE RANGE JOINT LAND USE STUDY

Figure 2-9: Night Vision Training Areas Near APAFR

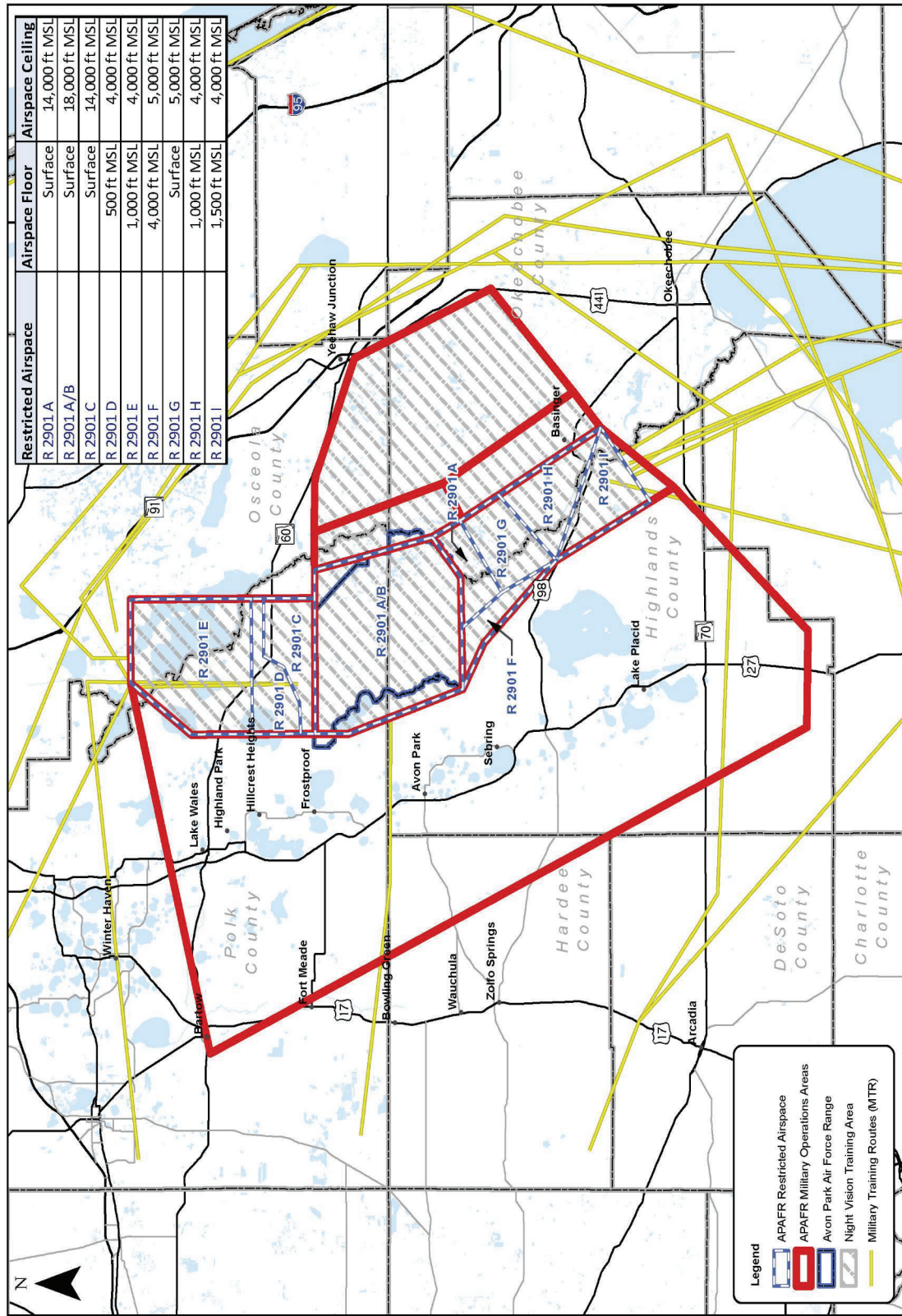
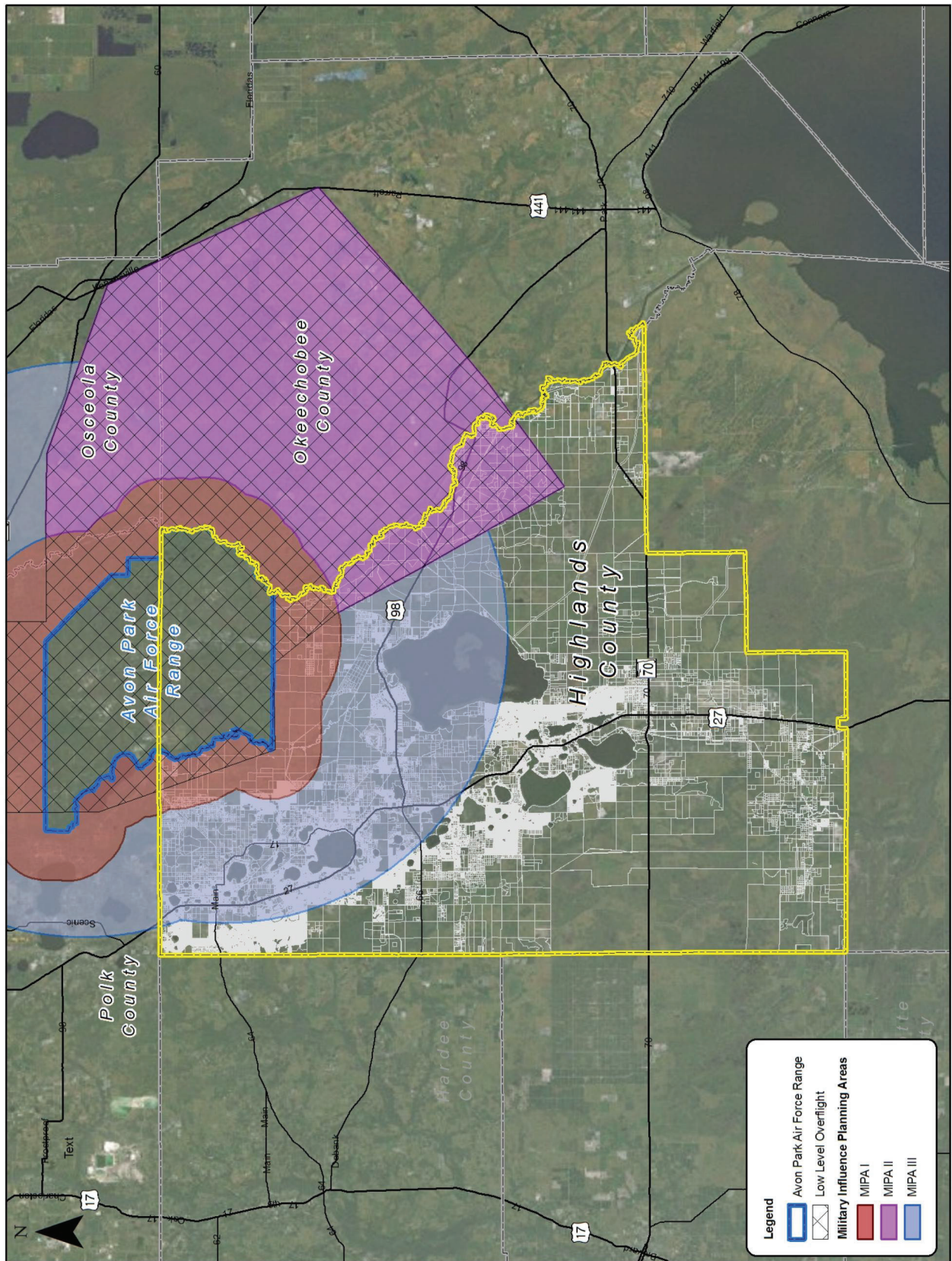




Figure 2-16: Proposed Military Influence Planning Areas (MIPAs) in Highlands County





AVON PARK AIR FORCE RANGE JOINT LAND USE STUDY

HIGHLANDS 5: Implement Lighting Standards to Avoid Glare and Reflection at Key Locations.

Evaluate and update outdoor lighting standards applicable to MIPA I and II areas. Ground lighting, glare, and/or reflection should not interfere with an aviator's vision or with night vision instrumentation or equipment. Outdoor lighting should also not cause pilot confusion with landing approach flight patterns. Lighting standards need to promote compatibility with aircraft operations within the vicinity of airfields and night vision training areas. In addition, over time, lighting should not create a condition to impact *dark skies* over and near APAFR.

Many of the following measures will not only reduce light encroachment on APAFR flight corridors and maneuver areas, but should also avoid light trespass on neighboring property, reduce dangerous glare to motorists, and save energy.

Community Wide Measures:

- Turn-off unneeded lights, e.g. unused parking lots, ballfields
- Use appropriate levels of illumination
- Prevent illumination of unintended areas by using full-cutoff fixtures (luminaries which prevent illumination above the horizontal plane)

Further restrictions are warranted in the vicinity of airfields, e.g., lights that could be confused with airfield approach lighting; lights that create glare and thereby interfere with pilots' night vision.

Numerous communities across the US have developed lighting ordinances designed to assist neighboring developments from encroaching on the adjacent military installation. Many of these areas are designated as overlay districts with regulatory measures and zoning standards to achieve land use compatibility and protect public health and safety in areas exposed to impacts generated by military flight or ground activities occurring at, near, or above military airports.

Many of the ordinances prohibit the following in the overlap districts:

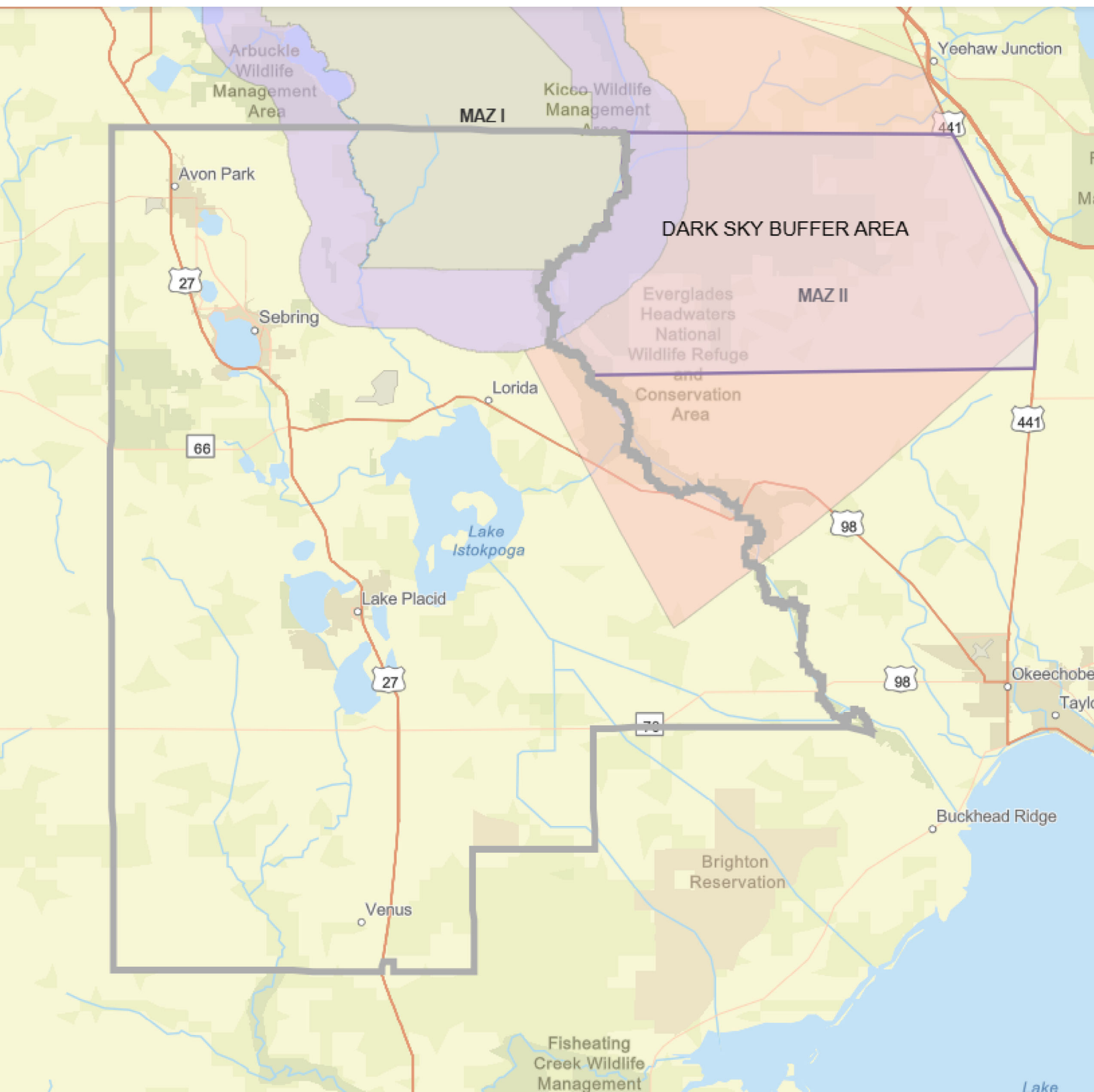
- Light patterns common to military aviation
- Lights to create sky glow (except when used for safety, security, and utility)
- Luminous tube lighting on building exterior or roof
- Internally lit awnings
- External illumination for signs

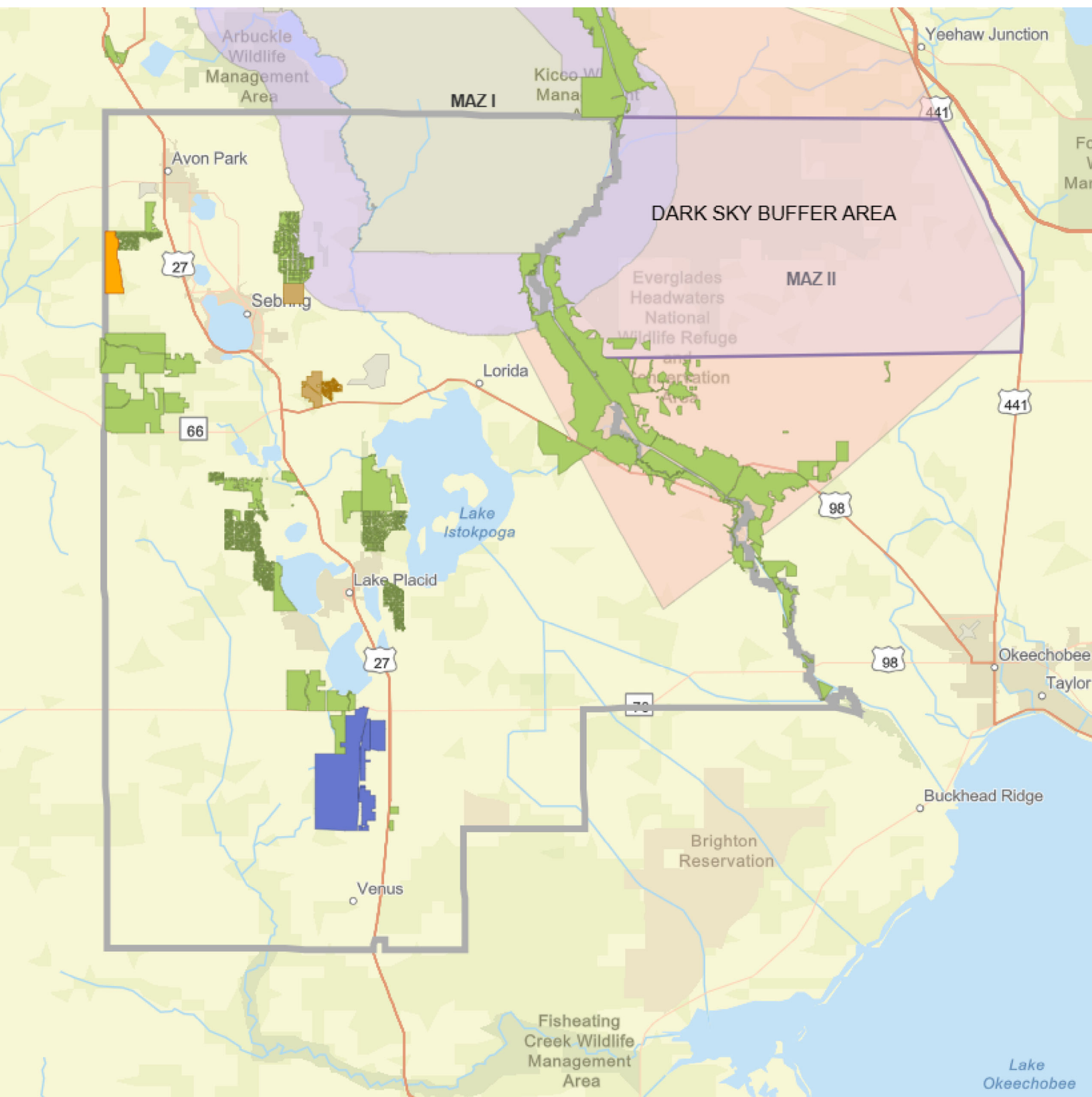
The local jurisdiction has the opportunity to set guidelines inside an overlay district similar to the following:

- Minimal illumination necessary
- No outdoor lighting to illuminate golf courses/driving ranges, athletic fields/courts
- Parking lot light poles cannot exceed 24 feet above the adjacent grade; they must be fully shielded and use low-pressure sodium light fixtures
- Non-residential parking lot lighting must be turned off within one-hour of closing and turned on no sooner than one hour prior to opening

Appendix C – Example Military Area / Dark Skies Lighting Ordinances provides two examples of outdoor lighting standards. In some cases, the example lighting ordinances provided include requirements to retrofit existing lighting to comply with *dark skies* initiatives. At this time, an ordinance addressing future new development and redevelopment is recommended as a means to avoid glare and reflection. A retroactive ordinance requiring existing property owners to meet a *dark skies* ordinance is not recommended at this time.

HIGHLANDS 6: Coordinate with Other Agencies to Manage Public Access to APAFR or Critical APAFR Areas to Avoid Encroachment on Military Missions. APAFR's 82,000 acres open for public access for hiking, hunting, fishing, camping and other related activities is a tremendous asset for the local community. The Air Force's ability to balance this as-





**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report as of May 28, 2025.

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Long_Range_Legal_Log_5.28.25.SGS.docx](#)

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	<u>The Hospital Board has hired a law firm out of Tallahassee to draft proposed legislation that will assist the County with the ultimate sale of the hospital. The County Attorney's Office will help the process in any way requested in order to meet the Board's objective of selling the hospital.</u>
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads)	<u>Agreement has been forwarded to the City of Avon Park for first road take over. The County and Avon Park are also working toward an effective tool for dealing with enclaves and annexation.</u> <u>There has been no additional discussion with either Sebring or Lake Placid regarding Joint Planning, roads, annexation, enclaves or service boundaries.</u>
Revisions to organization of Advisory Board and Committees	The County Attorney's Office continues to bring forward revisions to the boards and committees. The next round of committee revisions will include the Lake Istokpoga Management Committee (LIMC) and Industrial Development Authority/ Economic Development (IDA/EDC).
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. The County Attorney's Office met with Purchasing on April 23, 2025 and agreed to a framework for the new Purchasing Manual. Both parties are continuing to work together to draft the new manual for Board approval.
Camping/Sleeping on Public Property Panhandling	<u>The Sheriff's Attorney informed the County Attorney that comments on the Polk County adopted ordinance should be forthcoming from the Sheriff shortly. Once received, the County Attorney will begin drafting the Ordinance for County adoption.</u>

Court Administration Interlocal Agreement	<u>The Interlocal Agreement has been provided to the Court for review and comments are expected shortly.</u>
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. <u>Landfill fees are currently being analyzed and the revisions will be brought before the Board shortly.</u>
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	The County Attorney's Office has attended meetings with all of the Commissioners regarding the re-establishment of the Business Tax Receipt (BTR) to understand the expectations of each. The County Attorney's Office is now completing additional research based on discussions with each Commissioner. We will schedule a meeting with the Tax Collector once we have a working document so that we can discuss fees for his administration of the BTR.
Legislative Session Updates	The County Attorney's Office continues to monitor several bills that will impact our County and/or our County Departments and the services we provide and will report to the Board accordingly.
Housing (SHIP) Mortgage Documents	The County Attorney's Office will be reviewing and revising the SHIP Mortgage documents including the Satisfaction of Mortgage and Release documents to accommodate issues that we have been experiencing with title companies and with amending documents as necessary based on changes to the SHIP arrangement with property owners.
<u>Ordinance changes for Fire Rescue</u>	<u>The Board approved the Statement of Legislative Intent at the last meeting. The County Attorney's Office is working with Fire Rescue on drafting the Ordinance changes.</u>

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 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: June 3, 2025

PRESENTER: James K. Duppenthaler, Fire Chief

SUBJECT/TITLE: Request to recognize the donation to purchase Two (2) Lucas Devices to Highlands County Fire Rescue

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the recognition of the donation to purchase Two (2) Lucas Devices to Highlands County Fire Rescue

FISCAL IMPACT

There is no fiscal impact

Attachments: [Statement of issue.docx](#)

Attachments: [DeRoller Letter.pdf](#)

Statement of issue #1221-2024

On April 30, 2025, the County received a donation in the amount of \$42,830.20 for the purchase of two (2) Lucas Chest Compression Systems for Highlands County Fire Rescue. These devices are intended to enhance Highlands County Fire Rescue's capabilities in delivering high-quality, consistent cardiopulmonary resuscitation (CPR) during emergency medical responses.

The Lucas Device is an advanced mechanical CPR device designed to provide uninterrupted chest compressions in accordance with American Heart Association (AHA) guidelines, thereby improving the likelihood of patient survival in cases of cardiac arrest. This donation directly supports the mission of Highlands County Fire Rescue to provide life-saving services with efficiency and professionalism. The devices will be deployed on frontline emergency response vehicles for maximum impact.

The attached is a letter to the donors expressing the County's gratitude for their generous donation. The Budget Amendment and Resolution for the donation were approved by the Board of County Commissioners on May 20, 2025.



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6500 Fax (863) 402-6835 www.highlandsfl.gov

June 3, 2025

EIN #59-6000655

Bob and Jan DeRoller
4737 Columbus Blvd.
Sebring, FL 33872

Dear Mr. and Mrs. DeRoller,

Thank you for your generous donation of \$42,830.20 on April 30, 2025 to Highlands County. Your gift is incredibly valuable and will directly support Highlands County Fire Rescue's mission to save lives and protect our community. This donation will be used to purchase two (2) Lucas Chest Compression Systems.

Your contribution will be instrumental in purchasing vital life-saving equipment, assisting with equipping Fire Rescue with the tools they need to respond effectively to emergencies. We are truly grateful for your support and the impact it will have on the lives of our citizens. No goods or services were provided in exchange for this contribution.

Please keep this written acknowledgement of your donation for your tax records. We are truly grateful for your support and the impact it will have on the lives of our citizens.

We appreciate your generosity and commitment to the safety and well-being of our community.

Sincerely,

Arlene Tuck, Commissioner (Chair)
Highlands County Board of County Commissioners, District 4

Don Elwell, Commissioner (Vice Chair)
Highlands County Board of County Commissioners, District 2

Kevin Roberts, Commissioner
Highlands County Board of County Commissioners, District 1



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6500 Fax (863) 402-6835 www.highlandsfl.gov

Scott Kirouac, Commissioner
Highlands County Board of County Commissioners, District 3

Chris Campbell, Commissioner
Highlands County Board of County Commissioners, District 5

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 3, 2025

PRESENTER:

SUBJECT/TITLE: Board payables from June 3, 2025, through June 16, 2025

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of board payables

FISCAL IMPACT