

**AGENDA**  
**ORDER AND PROCEDURE OF COUNCIL MEETING**  
**TUESDAY, JANUARY 6, 2026**  
**5:30 P.M.**

1. **CALL TO ORDER**
2. **INVOCATION:**
3. **PLEDGE OF ALLEGIANCE:**
4. **ROLL CALL:**
5. **ANNOUNCE BUSINESS FROM AUDIENCE PROCEDURE:**
6. **MAYOR'S REPORT:**
7. **COUNCILMEMBERS' CONCERNS, COMMENTS, LIAISON REPORTS:**
8. **CONSENT AGENDA:**
  - A. Approval of minutes: Haley
  - B. Announcement of upcoming meetings: Haley
  - C. Utility Service Agreements: Noethlich/Boggus
  - D. Resolution #2026-01 authorizing Budget Amendment #19/Fire Dept Portable Radio: Border
  - E. Clean Water SRF Funding for Cemetery WWTP Upgrades: Lee
  - F. Resolution #2026-03 authorizing Budget Amendment #21/Fire Dept. Tanker Units: Lee
  - G. Fire Department L14 Asset #1662 Disposal: Border
  - H. Waiver of Civic Center Fees/Sebring Historical Society: Kim Piesik
  - I. Annual Pro Watercross Event: Noethlich
9. **OLD BUSINESS:**
10. **NEW BUSINESS:**
  - A. **Public Hearing** and Ordinance #1561:/Future Land Use Change (1<sup>st</sup> reading): Stewart/Swaine/Barmby
  - B. **Public Hearing** and Ordinance #1562:/Future Zoning Change (1<sup>st</sup> reading): Stewart/Swaine/Barmby
  - C. **Public Hearing** and Ordinance #1563:/Future Land Use Change (1<sup>st</sup> reading): Stewart/Swaine/Barmby
  - D. **Public Hearing** and Ordinance #1564:/Future Zoning Change (1<sup>st</sup> reading): Stewart/Swaine/Barmby
  - E. **Public Hearing** and Ordinance #1567:/Future Land Use Change (1<sup>st</sup> reading): Stewart/Swaine/Barmby
11. **BUSINESS FROM AUDIENCE:**
12. **CITY ATTORNEY'S BUSINESS:**
13. **CITY ADMINISTRATOR BUSINESS:**
  - A. Project Report
14. **CITY CLERK'S BUSINESS AND ANNOUNCEMENTS**
  - A. Bills for Approval
  - B. Appointment to CRA Board
  - C. Appointment to P&Z Board
  - D. Appointment to Code Board

Any person who might wish to appeal any decision made by the City Council of Sebring, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings and for such purpose 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 City Council of Sebring, Florida does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Council'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 should contact Mrs. Kathy Haley, CMC, City Clerk, at 471- 5100.

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 202

PRESENTOR: Haley

AGENDA ITEM#: 8A – Approval of Minutes

BACKGROUND: The minutes from your regular meeting held on December 16, 2025 were emailed to you on December 18, 2026.

REQUESTED MOTION: Approve minutes as presented.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

\_\_\_\_\_ DEFERRED Bishop\_\_ Carlisle\_\_ Havery\_\_ Kogelschatz\_\_ Stewart\_\_

\_\_\_\_\_ OTHER

CITY OF SEBRING

AGENDA ITEM SUMMARY

MEETING DATE: January 6, 2026

PRESENTER: Haley

AGENDA ITEM#: 8 B – Announcement of Upcoming Meetings

BACKGROUND: The following meetings and/or workshops are scheduled between January 7, 2026 and January 20, 2026.

<u>Date</u>	<u>Time</u>	<u>Meeting</u>	<u>Participant(s)</u>
01/08/26	5:00 p.m.	Historic Preservation Commission	Liaison Stewart
01/12/26	5:30 p.m.	Community Redevelopment Agency	Liaison Kogelschatz
01/13/26	5:30 p.m.	Planning and Zoning Board	Liaison Kogelschatz
01/15/26	1:00 p.m.	Sebring Airport Authority	Liaison Carlisle
<b>01/20/26</b>	<b>5:30 p.m.</b>	<b>City Council Meeting</b>	<b>Mayor/City Council/City Clerk</b>

COUNCIL ACTION:

APPROVED                      Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
 DENIED                            Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_  
 TABLED TO: \_\_\_\_\_ OTHER \_\_\_\_\_

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2025

PRESENTER: Noethlich/Boggus

AGENDA ITEM#: 8 C – Utility Services Agreement requests for Service

BACKGROUND: Please find below the parcel id or address for Utility Services requests and Declaration of Covenants for service per Ordinance# 1538 requiring City Council approval for connections to the City Utility System for properties located outside of the City limits.

1. 119 ST AGNES ST
2. 1925 ALAN ST
3. 3330 ALBATROSS AVE
4. 135 BRITTANY LANE
5. 1505 CARRINGTON AVE
6. 2553 E DON CARLOS AVE
7. 1615 E O DOUGLAS AVE
8. 4555 GARDEN AVE
9. 4800 HAW BRANCH RD
10. 3925 MURIEL AVE
11. 818 PORSCHE AVE

REQUESTED MOTION: Approve the Utility Services Agreements for the above properties as presented.

COUNCIL ACTION:

\_\_\_\_ APPROVED                      Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
\_\_\_\_ DENIED                        Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_  
\_\_\_\_ TABLED TO: \_\_\_\_\_ OTHER

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 30 day of Dec, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:

920 Lake Dr East Lake Placid FL

whose mailing address is:

GLENN TYPICA

(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 119 ST AGNES ST, with parcel identification number C 23 34 28040 0050 02 60 more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 1/2 bcrp acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of \_\_\_\_\_ square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

MOBILE HOME

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply)  water or \_\_\_\_\_ sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

Glenn Tupica  
Name Printed: GLENN TUPICA

STATE OF FLORIDA  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ✓ physical presence or        online notarization, this 30<sup>th</sup> day of December, 2025 by Glenn Tupica, who is personally known to me or who produced Driver's license as identification.

My commission expires:  
(NOTARY SEAL)

Donielle Griffis  
Notary Public Signature  
Donielle Griffis  
Notary Public Print Name



[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

### DECLARATION OF COVENANTS

SUBDIVISION: \_\_\_\_\_

GLENN TYPICA (herein called "Declarant")  
is/are the owner(s) in fee simple of certain real property (herein called the "Property"), located at  
119 ST - 16 N E S ST in Highlands County, Florida, more  
particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in  
exchange for the right for the Property to pay for and receive the service(s) checked below from the City  
of Sebring:

- water service       fire hydrants       fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons signing covenant under the penalty of perjury that this Declaration is fully enforceable under its terms.

Dated this 30 day of December, 2025      DECLARANT:

Edith G. Blackman  
Witness

Signature: Glenn Typica  
Printed Name: GLENN TYPICA

Donielle Griffis  
Witness

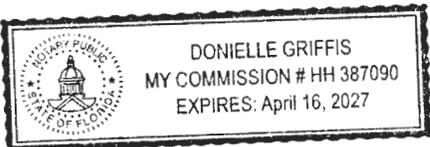
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of December 2025, by Glenn Typica who  is/are personally known to me or  produced Driver's License as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango St  
Sebring, FL 33870

Donielle Griffis  
Notary Public  
Commission No.: HH387090  
(affix notarial seal)



SEARCH

Go

Parcel C-23-34-28-040-0050-0260

119 ST AGNES ST  
SEBRING, FL 33870-

**Owners:**

TUPICA GLENN

**Mailing Address**

920 LAKE DRIVE E  
LAKE PLACID, FL 33852

*Schedule A*

**DOR Code:** 00 - VACANT

**Neighborhood:** 1102.00 - LAKE JACKSON AREA WEST

**Millage:** 40 - County Southwest Water

**Map ID:** 47C

**Legal Description**

WEST BEACH SUB

PB 1 PG 57

LOTS 26 + 27 BLK 5



**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 03 day of NOVEMBER, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:

Elevate Investments Fund US LLC

whose mailing address is:

1755 Southfork Dr, Kissimmee, FL 34744

(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 1925 Alan Street, Sebring FL 33875, with parcel identification number C-24-35-28-120-0260-0070. as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 0.23 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of \_\_\_\_\_ square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

Residential New construction - single family home of  
3 bedrooms, 3 bathrooms and 1,505 sqft.  
concrete-block house

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply)  water or \_\_\_\_\_ sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January, 2025, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

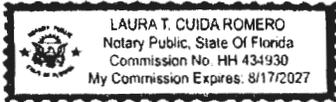
OWNER:

*Cristian*  
Name Printed: Cristian Valderrama

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization, this 03 day of NOVEMBER, 2020, by CRISTIAN VALDERRAMA, who is personally known to me or who produced FDL as identification.

My commission expires:  
(NOTARY SEAL)



*Laura Cuida*  
Notary Public Signature  
LAURA CUIDA  
Notary Public Print Name

[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

**DECLARATION OF COVENANTS**

Elevate Investments Fund US LLC, a Florida  limited liability company or  corporation (herein called "Declarant") is the owner in fee simple of certain real property (herein called the "Property"), located at 1925 Alan St. Sebring FL 33875 in Highlands County, Florida, more particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in exchange for the right for the Property to pay for and receive the service(s) checked below from the City of Sebring:

- water service
- fire hydrants
- fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons for the Declarant covenant under the penalty of perjury that they are fully authorized to sign this Declaration for the Declarant and that it is fully enforceable under its terms

Dated this 03 day of NOVEMBER, 2025.

**Declarant:** Elevate Investments Funds US LLC, a Florida  limited liability company or  corporation

Two Witnesses:

Sarah Penarek Pena  
(Printed Name) Sarah Penarek Pena

By: Cristian Valderrama  
Printed Name: Cristian Valderrama  
Title: Manager

Carlos Bedoya  
(Printed Name) Carlos Bedoya

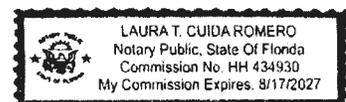
(corporate seal)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 03 day of NOVEMBER, 2025, by (name) CRISTIAN VALDERRAMA as (title) MANAGER of ELEVATE INVESTMENT FUND US LLC, a Florida  limited liability company or  corporation, who  is personally known to me or  produced FBI as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango Street  
Sebring, FL 33870

Laura Luida  
Notary Public  
Commission No.: HH434930  
(affix notarial seal)



SEARCH

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Parcel C-24-35-28-120-0260-0070

1925 ALAN ST  
SEBRING, FL 33875

**Owners:**

ELEVATE INVESTMENTS FUND US LLC

**Mailing Address**

1755 SOUTHFORK DR  
KISSIMMEE, FL 34744

*Schedule A*

**DOR Code:** 00 - VACANT

**Neighborhood:** 1108.00 - AVOCADO PARK O.B. 8 9 12

**Millage:** 40 - County Southwest Water

**Map ID:** 49B

**Legal Description**

ORANGE BLOSSOM EST UNIT 12

PB 9 PG 65

LOT 7 BLK 26





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
ELEVATE INVESTMENTS FUND US LLC

### Filing Information

**Document Number** L24000157751  
**FEI/EIN Number** 99-2361881  
**Date Filed** 04/02/2024  
**Effective Date** 04/02/2024  
**State** FL  
**Status** ACTIVE

### Principal Address

1755 SOUTHFORK DR  
KISSIMMEE, FL 34744

### Mailing Address

1755 SOUTHFORK DR  
KISSIMMEE, FL 34744

### Registered Agent Name & Address

VALDERRAMA, CRISTIAN A  
1755 SOUTHFORK DR  
KISSIMMEE, FL 34744

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

VALDERRAMA, CRISTIAN A  
1755 SOUTHFORK DR  
KISSIMMEE, FL 34744

Title AMBR

GOMEZ VILLEGAS, MATEO  
CRA 2A OESTE #7-15  
SANTIAGO DE CALI, VC 76000-0 CO

Title AMBR

CLAUSEN NAVARRO, FEDERICO  
10078 LOVEGRASS LANE  
ORLANDO, FL 32832

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2025	04/25/2025

**Document Images**

04/25/2025 -- ANNUAL REPORT [View image in PDF format](#)

04/02/2024 -- Florida Limited Liability [View image in PDF format](#)

✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 30 day of December, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:  
Kyle Nguyen and Thoa Vo  
whose mailing address is:  
3330 Albatross Ave, Sebring, 33875  
(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 3330 Albatross Ave, Sebring, 33875, with parcel identification number C-24-35-28-120-0130-0080 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 0.23 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of 1550 square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

Water Service - SF Block House

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply)  water or  sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

*[Handwritten signatures of Kyle Nguyen and Thoa Vo]*

Name Printed: Kyle Nguyen and Thoa Vo

STATE OF FLORIDA  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization, this 30<sup>th</sup> day of December, 2025, by

\_\_\_\_\_ who is personally known to me or who produced Kyle Nguyen and Thoa Vo as identification.

My commission expires: 12-12-2026

(NOTARY SEAL)  
EUSEBIO CHAVEZ, JR.  
Notary Public  
State of Florida  
Comm# HH317676  
Expires 12/12/2026



*[Handwritten signature of Eusebio Chavez Jr.]*

Notary Public Signature

Eusebio Chavez Jr

Notary Public Print Name

[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

## DECLARATION OF COVENANTS

SUBDIVISION: \_\_\_\_\_

Thoa Vo and Kyle Nguyen (herein called "Declarant")  
is/are the owner(s) in fee simple of certain real property (herein called the "Property"), located at  
3330 Albatross Ave Sebring, 33875 in Highlands County, Florida, more  
particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in  
exchange for the right for the Property to pay for and receive the service(s) checked below from the City  
of Sebring:

water service       fire hydrants       fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons signing covenant under the penalty of perjury that this Declaration is fully enforceable under its terms.

Dated this 30 day of December, 2025.

DECLARANT:

Long Larry Long  
Witness

Signature: \_\_\_\_\_  
Printed Name: Kyle Nguyen

Thoa Vo  
Witness

Signature: \_\_\_\_\_  
Printed Name: Thoa Vo

STATE OF Florida  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of December, 2025, by Kyle Nguyen and Thoa Vo, who  is/are personally known to me or  produced FDL as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango St  
Sebring, FL 33870

Eusebio Chavez, Jr.  
Notary Public  
Commission No.: HH317676  
(affix notarial seal)



**EUSEBIO CHAVEZ, JR.**  
Notary Public  
State of Florida  
Comm# HH317676  
Expires 12/12/2026

SEARCH

Go

**Parcel C-24-35-28-120-0130-0080**

3330 ALBATROSS AVE  
SEBRING, FL 33875

**Owners:**

VO THOA +  
NGUYER KYLE

**Mailing Address**

3330 ALBATROSS AVE  
SEBRING, FL 33875

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 1108.00 - AVOCADO PARK O.B. 8 9 12

**Millage:** 40 - County Southwest Water

**Map ID:** 49B

**Legal Description**

ORANGE BLOSSOM EST UNIT 12  
PB 9-PG 65 LOT 8 BLK 13



✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 30 day of DECEMBER, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:

whose mailing address is:

BRUCE BAKER & Villie Baker  
135 BRITTANY LANE, SEBRING, FL. 33875  
(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 135 BRITTANY LANE, with parcel identification number \_\_\_\_\_ as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 1.63 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of \_\_\_\_\_ square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

RESIDENT FOR OWNER  
Stucco/Frame house converting from well to City water

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply) water or \_\_\_\_\_ sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

Bruce Baker  
Name Printed: BRUCE BAKER

Vickie Baker  
Vickie Baker

STATE OF FLORIDA  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29<sup>th</sup> day of December, 2025, by Bruce and Vickie Baker,  
 who is personally known to me or who produced as identification.

My commission expires:



Susan M. Grace  
Notary Public Signature  
Susan M. Grace  
Notary Public Print Name

[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

## DECLARATION OF COVENANTS

SUBDIVISION: \_\_\_\_\_

BRUCE BAKER & Vickie Baker (herein called "Declarant")  
is/are the owner(s) in fee simple of certain real property (herein called the "Property"), located at  
135 BRITANNY LANE, SEBRING, FL. in Highlands County, Florida, more  
particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in  
exchange for the right for the Property to pay for and receive the service(s) checked below from the City  
of Sebring:

- water service                       fire hydrants                       fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons signing covenant under the penalty of perjury that this Declaration is fully enforceable under its terms.

Dated this 29<sup>th</sup> day of December, 2025.                      DECLARANT:

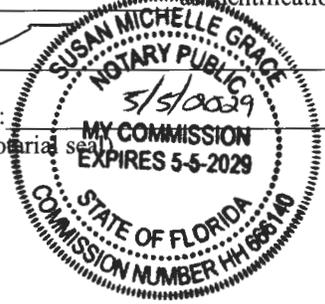
[Signature]  
Witness  
[Signature]  
Witness

Signature: [Signature]  
Printed Name: BRUCE BAKER  
Signature: [Signature]  
Printed Name: VICKIE BAKER

STATE OF Florida  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29 day of December, 2025 by Bruce and Vicki Baker, who  is/are personally known to me or  produced \_\_\_\_\_ identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango St  
Sebring, FL 33870

[Signature]  
Notary Public  
Commission No.: \_\_\_\_\_  
(affix notarial seal)  




SEARCH

Go

Parcel C-07-35-29-A00-0080-0000

135 BRITTANY LN  
SEBRING, FL 33875-

**Owners:**

BAKER BRUCE W + VICKIE S

**Mailing Address**

135 BRITTANY LANE  
SEBRING, FL 33872

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 450.00 - RURAL TRACTS IN 35/29

**Millage:** 40 - County Southwest Water

**Map ID:** 70C

**Legal Description**

N 295.6 FT OF W 388.2 FT

OF E 759 FT OF SE 1/4 OF

NE 1/4 OF SEC 7

-LESS S 265.5 FT OF N

295.6 FT OF W 164.15 FT OF

E 560 FT

1.63 ACRES

*Schedule A*



✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 18 day of December, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:

Zephyr Homes LLC

whose mailing address is:

1510 SW 17th St Suite 302 Ocala, FL 34471

(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 1505 CARRINGTON AVE SEBRING, FL 33875, with parcel identification number C-01-35-28-020-0030-0080 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 1 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of \_\_\_\_\_ square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

Single family home - Block

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply) x water or x sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2025, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

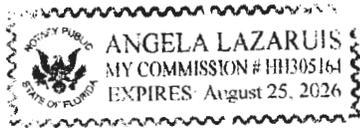
Denise Ravine  
Name Printed: Denise Ravine

STATE OF FLORIDA  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization, this 18<sup>th</sup> day of December, 2025, by Denise Ravine, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:  
(NOTARY SEAL)

Angela Lazarus  
Notary Public Signature  
Angela Lazarus  
Notary Public Print Name



[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

**DECLARATION OF COVENANTS**

Zephyr Homes, LLC, a Florida  limited liability company or  corporation (herein called "Declarant") is the owner in fee simple of certain real property (herein called the "Property"), located at 1505 CARRINGTON AVE SEBRING, FL 33875 in Highlands County, Florida, more particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in exchange for the right for the Property to pay for and receive the service(s) checked below from the City of Sebring:

- water service
- fire hydrants
- fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons for the Declarant covenant under the penalty of perjury that they are fully authorized to sign this Declaration for the Declarant and that it is fully enforceable under its terms

Dated this 18<sup>th</sup> day of December, 2025.

Declarant: Zephyr Homes, LLC, a Florida  limited liability company or  corporation

By: Denise Ravine  
Printed Name: DENISE RAVINE  
Title: AUTHORIZED REP / CONTROLLER

(corporate seal)

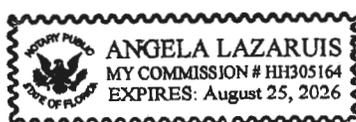
Two Witnesses:

[Signature]  
(Printed Name) Angela Lazaruis  
[Signature]  
(Printed Name) R. D. RAULNS

STATE OF Florida  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18 day of December, 2025, by (name) Denise Ravine as (title) Manager of Zephyr Homes, LLC, a Florida  limited liability company or  corporation, who  is personally known to me or  produced as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango Street  
Sebring, FL 33870



[Signature]  
Notary Public  
Commission No.: 44305164  
(affix notarial seal)

SEARCH

Go

Parcel C-01-35-28-020-0030-0080

1505 CARRINGTON AVE  
SEBRING, FL 33875

**Owners:**

ZEPHYR HOMES LLC

**Mailing Address**

107 N RIDGEWOOD DR  
SEBRING, FL 33870

*Schedule A*

**DOR Code:** 00 - VACANT

**Neighborhood:** 1107.00 - LAKE HAVEN EST.

**Millage:** 40 - County Southwest Water

**Map ID:** 49A

**Legal Description**

LAKE HAVEN EST SEC 1

PB 7-PG 6

LOT 8 BLK 3



**STATEMENT OF AUTHORITY**

Pursuant to section 605.0302(1), Florida Statutes, this limited liability company submits the following statement of authority:

**FIRST:** The name of the limited liability company is: ZEPHYR HOMES LLC

**SECOND:** The Florida Document Number of the limited liability company is: 1.16000126367

**THIRD:** The street address of the limited liability company's principal office is:

107 N RIDGEWOOD DRIVE

SEBRING, FL 33870

The mailing address of the limited liability company's principal office is:

P.O. BOX 1209

SEBRING, FL 33870

**FOURTH:** This statement of authority grants or sets limitations of authority on all persons having the status or position of a person in a company, whether as a member, transferee, manager, officer or otherwise or to a specific person on the following:

1. May execute an instrument transferring real property held in the name of the company.

a. Granted to: DENISE RAVINE

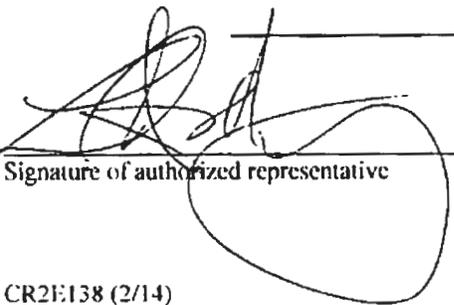
b. No authority granted to: \_\_\_\_\_

2. May enter into other transactions on behalf of, or otherwise act for or bind, the company.

a. Granted to: DENISE RAVINE

b. No authority granted to: \_\_\_\_\_

2021 SEP 10 AM 8:54  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FL

  
Signature of authorized representative

FRANK MOONEY  
Typed or printed name of signature

Filing Fee: \$25.00  
Certified Copy: \$30.00 (optional)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
ZEPHYR HOMES LLC

### Filing Information

<b>Document Number</b>	L16000126367
<b>FEI/EIN Number</b>	81-3196470
<b>Date Filed</b>	07/01/2016
<b>Effective Date</b>	07/01/2016
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC STMNT OF AUTHORITY 21
<b>Event Date Filed</b>	09/10/2021
<b>Event Effective Date</b>	NONE

### Principal Address

107 N RIDGEWOOD DRIVE  
SEBRING, FL 33870

Changed: 12/04/2020

### Mailing Address

P.O. BOX 1209  
SEBRING, FL 33871

Changed: 12/04/2020

### Registered Agent Name & Address

Mooney, Frank  
107 N Ridgewood Drive  
Sebring, FL 33870

Name Changed: 01/21/2020

Address Changed: 01/06/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

L16 000 126 367

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



100372933461

SECRETARY OF STATE  
TALLAHASSEE, FL

2021 SEP 10 AM 8:54

FILED



7927

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** ZEPHYR HOMES, LLC

\_\_\_\_\_  
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Statement of Authority and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

FRANK MOONEY

\_\_\_\_\_  
Name of Person

ZEPHYR HOMES, LLC

\_\_\_\_\_  
Firm/Company

P.O. BOX 1209

\_\_\_\_\_  
Address

SEBRING, FL 33870

\_\_\_\_\_  
City/State and Zip Code

frank@zephyrhomes.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Frank Mooney

863

465-6000

at ( )

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Daytime Telephone Number

**Mailing Address:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 23 day of December, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:

741 Elizabeth St. Beckemeyer, FL 62219  
whose mailing address is:  
MARK BIST  
(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 2553 E. DON CARLOS AVE, with parcel identification number C-31-33-29-010-0130-0120 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 0.149 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of \_\_\_\_\_ square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

Single family block converting from well water to city water.

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply)  water or  sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*;  
and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

*Mark Rist*

Name Printed: MARK RIST

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of December, 2025 by Mark Rist, who is personally known to me or who  produced IL-CDL License as identification.

My commission expires:  
(NOTARY SEAL)

*Heather R. Oakley*  
Notary Public Signature

HEATHER R. OAKLEY  
Notary Public Print Name





[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

### DECLARATION OF COVENANTS

SUBDIVISION: \_\_\_\_\_

MARK RIST (herein called "Declarant")  
is/are the owner(s) in fee simple of certain real property (herein called the "Property"), located at  
2553 East Don Carlos Ave Avon Park in Highlands County, Florida, more  
particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in  
exchange for the right for the Property to pay for and receive the service(s) checked below from the City  
of Sebring:

- water service
- fire hydrants
- fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons signing covenant under the penalty of perjury that this Declaration is fully enforceable under its terms.

Dated this 23 day of December 2025      DECLARANT:

Edith G. Blackman  
Witness

Signature: [Signature]  
Printed Name: MARK RIST

Heather R. Oakley  
Witness

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of December, 2025, by Mark Rist who  is/are personally known to me or  produced IL CDL license as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango St  
Sebring, FL 33870

Heather R. Oakley  
Notary Public  
Commission No.: \_\_\_\_\_  
(affix notarial seal)





SEARCH

Go

Parcel C-31-33-29-010-0130-0120

2553 E DON CARLOS AVE  
AVON PARK, FL 33825

**Owners:**

RIST MARK

*Schedule A*

**Mailing Address**

741 ELIZABETH ST  
BEKEMEYER, IL 62219

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 2021.10 - LAKE LETTA ESTATES

**Millage:** 40 - County Southwest Water

**Map ID:** 66C

**Legal Description**

LAKE LETTA ESTATES SUB

PB 1-PG 70 B

LOT 12 BLK 13



✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and: Balaji Ambadas Aglave, Bharat Patel, Lalitkumar K. Patel, MD Ejaz Ali Tanwir, Pratapa Reddy Jango, Dhrumil Patel, Yashashree Deshyapande whose mailing address is: and Ravishankar Angal  
2517 Peekskill Road, Valrico, Florida 33594  
(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 1615 E O Douglas Ave., Sebring, Florida 33870, with parcel identification number C-28-34-29-050-0080-0000 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is ±14.85 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 172 dwelling units/acre. For commercial or industrial development, there will be a maximum of None square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:  
The owner would like to put an apartment complex on the property. They would like to maximize the property. At this time he is looking at 178 units. The number of this could vary up or down, depending on the permitting process and the complex layout within the property.

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply) X water or X sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

*BANNY*

Name Printed: Balaji Ambadas Aglave, Owner

STATE OF FLORIDA

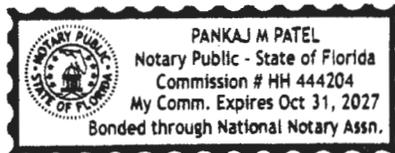
COUNTY OF pasco

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of November, 2025, by Balaji Ambadas Aglave, who is personally known to me or who produced Driver's License as identification.

My commission expires: 10/31/27  
(NOTARY SEAL)

*Pankaj M Patel*  
Notary Public Signature

10/31/27 Pankaj M Patel  
Notary Public Print Name



110 100 100 100



[OWNER SIGNATURE PAGE]

OWNER:

*BAMPA*

Name Printed: Bharat Patel, Owner

*Balaji Ambadas Aglave Attorney-in-fact  
for Bharat Patel*

STATE OF FLORIDA

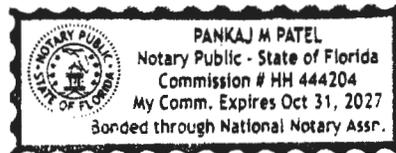
COUNTY OF Pasco

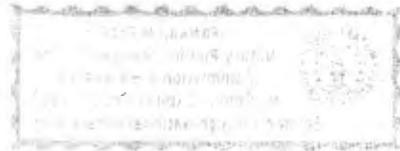
The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization, this 5<sup>th</sup> day of November, 2025, by Balaji Ambadas Aglave (Attorney-in-fact for Bharat Patel), who is personally known to me or who produced Driver's License as identification.

My commission expires:  
(NOTARY SEAL)

*Pankaj M Patel*  
Notary Public Signature

10/31/27 *Pankaj M Patel*  
Notary Public Print Name





[OWNER SIGNATURE PAGE]

OWNER:

*[Handwritten Signature]*

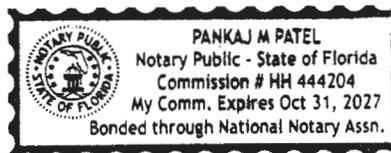
Name Printed: Lalitkumar K. Patel, Owner *Balaji Ambadas Aglave Attorney-in-fact for Lalitkumar K. Patel*

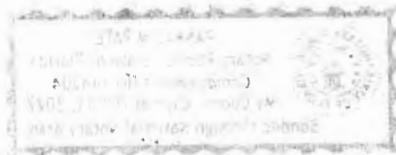
STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me, by means of X physical presence or \_\_\_\_\_ online notarization, this 5<sup>th</sup> day of November, 2025, by Balaji Ambadas Aglave Attorney-in-fact for Lalitkumar K. Patel who is personally known to me or who produced Driver's License. as identification.

My commission expires: 10/31/2027  
(NOTARY SEAL)

*[Handwritten Signature]*  
Notary Public Signature  
10/31/27 PANKAJ M PATEL  
Notary Public Print Name





[OWNER SIGNATURE PAGE]

OWNER:

*[Handwritten signature]*

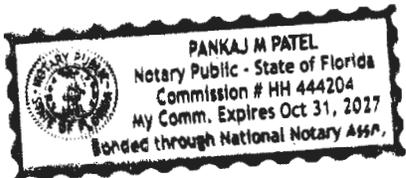
Name Printed: MD Ejaz Ali Tanwir, Owner *Balaji Ambadas Aglave attorney-in-fact for*

STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of X physical presence or      online notarization, this 5<sup>th</sup> day of November, 2025, by Balaji Ambadas Aglave Attorney-in-fact for MD Ejaz Ali Tanwir who is personally known to me or who produced Driver's License as identification.

My commission expires: 10/31/2027  
(NOTARY SEAL)

*[Handwritten signature]*  
Notary Public Signature  
Pankaj m Patel  
Notary Public Print Name



[OWNER SIGNATURE PAGE]

OWNER:

*BAMM*

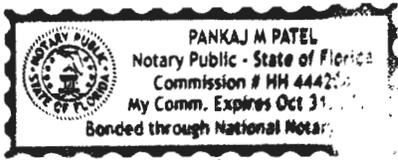
*for* Name Printed: Pratapa Reddy Jango, Owner *Balaji Ambadas Aglave attorney-in-fact*

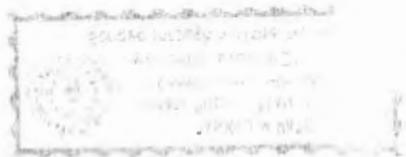
STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of X physical presence or        online notarization, this 5<sup>th</sup> day of November, 2025, by Balaji Ambadas Aglave Attorney-in-fact for Pratapa Reddy Jango who is personally known to me or who produced Driver's License as identification.

My commission expires: 10/31/2027  
(NOTARY SEAL)

*Pankaj M Patel*  
Notary Public Signature  
PANKAJ M PATEL  
Notary Public Print Name  
# HH 444204





Faint, illegible text.

[OWNER SIGNATURE PAGE]

OWNER:

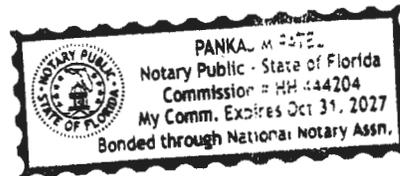
*BMM*  
for Name Printed: Dhrumil Patel, Owner *Balaji Ambadas Aglave Attorney-in-fact*

STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization, this 5<sup>th</sup> day of November, 2025, by Balaji Ambadas Aglave Attorney-in-fact for Dhrumil Patel who is personally known to me or who produced Driver's License as identification.

My commission expires: 10/31/2027  
(NOTARY SEAL)

*Pankaj M Patel*  
Notary Public Signature  
PANKAJ M Patel  
Notary Public Print Name  
HH 444204



[OWNER SIGNATURE PAGE]

OWNER:

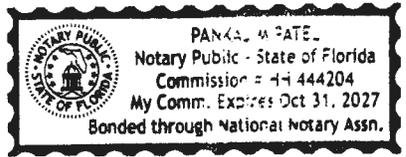
*BAMM*  
for Name Printed: Yashashree Deshpande, Owner *Balaji Ambadas Aghave Attorney-in-fact*

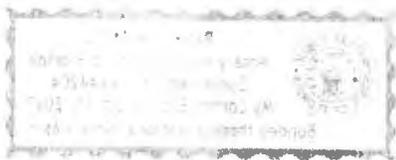
STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of November, 2025, by Balaji Ambadas Aghave attorney-in-fact for Yashashree Deshpande who is personally known to me or who produced Driver's License as identification.

My commission expires: 10/31/2027  
(NOTARY SEAL)

*Pankaj m Patel*  
Notary Public Signature  
Pankaj m Patel  
Notary Public Print Name  
HH 444204





[OWNER SIGNATURE PAGE]

OWNER:

*BAMM*

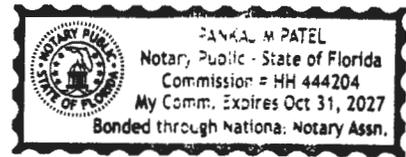
*Balaji Ambadas Aglave Attorney-in-fact*  
for Name Printed: Ravishankar Angal, Owner

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization, this 5th day of November, 2025, by Balaji Ambadas Aglave Attorney-in-fact for Ravishankar Angal who is personally known to me or who produced Driver's License as identification.

My commission expires: 10/31/2027  
(NOTARY SEAL)

*Pankaj M Patel*  
Notary Public Signature  
Pankaj M Patel  
Notary Public Print Name





[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**

LAKEVIEW PARK TRACT PER TB-PG 11 CUMMINGS LOT 8 AND THE WEST HALF OF LOT 7  
14.85 ACRES (CUMMINGS 35 BLOCK)

PARCEL ID# C-28-34-29-050-0080-0000

SEARCH

Go

Parcel C-28-34-29-050-0080-0000

1615 E O DOUGLAS AVE  
SEBRING, FL 33870

**Owners:**

AGLAVE BALAJI AMBADAS ET AL +  
PATEL BHARAT +  
PATEL LALITKUMAR K +  
TANWIR MD EJAZ ALI +  
JANGA PRATAPA REDDY +  
PATEL DHRUMIL +  
DESHPANDE YASHASHREE +  
ANGAL RAVISHANKAR

*Schedule A*

**Mailing Address**

2517 PEEKSKILL RD  
VALRICO, FL 33594

**DOR Code:** 99 - NON-AG ACREAGE

**Neighborhood:** 440.00 - RURAL TRACTS IN 34/29

**Millage:** 40 - County Southwest Water

**Map ID:** 90B

**Legal Description**

LAKEVIEW PARK TRACT PER  
TB-PG 11  
CUMMINGS  
LOT 8 + W 1/2 OF LOT 7  
14.85 ACRES  
(CUMMINGS 35 BLOCK)

✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 4 day of NOVEMBER, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the “City”) and:  
LFC REAL ESTATE LLC

whose mailing address is:

1900 N BAYSHORE DRIVE STE 1A#136-3397

(collectively, the “Owner”).

**Recitals**

WHEREAS, the Owner owns certain real property located at 4555 GARDEN AVE SEBRING FL 33875, with parcel identification number C-01-35-28-020-0120-0220 as more particularly described in the legal description attached to this Agreement as Exhibit A (the “Property”); and

WHEREAS, the Property is 0.25 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of \_\_\_\_\_ square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

NEW SFR 3 BEDROOM 2 BATHROOM CBS :2004' COMBINED AREA 1531 LIVING SPACE

WHEREAS, the Property is located outside the City’s boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply)  water or  sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City’s provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

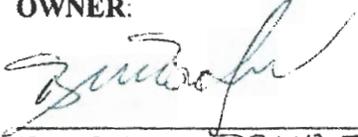
H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:



Name Printed: BRUNO BELFIORE VILLAR

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25<sup>th</sup> day of November, 2025, by Bruno Belfiore Villar, who is personally known to me or who produced PP# 124253049 as identification.

My commission expires:  
(NOTARY SEAL)

  
Notary Public Signature

Michelle L. Carner  
Notary Public Print Name



[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

**DECLARATION OF COVENANTS**

LFC Real State LLC, a Florida  limited liability company or  corporation (herein called "Declarant") is the owner in fee simple of certain real property (herein called the "Property"), located at 4555 Garden Ave Sebring in Highlands County, Florida, more particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in exchange for the right for the Property to pay for and receive the service(s) checked below from the City of Sebring:

- water service
- fire hydrants
- fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons for the Declarant covenant under the penalty of perjury that they are fully authorized to sign this Declaration for the Declarant and that it is fully enforceable under its terms

Dated this 15 day of December, 2025.

Declarant: LFC Real State LLC, a Florida  limited liability company or  corporation

Two Witnesses:

[Signature]  
(Printed Name) Julio Diaz

By: [Signature]  
Printed Name: Bruno Belfiore Villar  
Title: MGRM

[Signature]  
(Printed Name) Ketty Leiva

(corporate seal)

STATE OF Florida  
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of December, 2025, by (name) Bruno Belfiore Villar as (title) MGRM of LFC Real State LLC, a Florida  limited liability company or  corporation, who  is personally known to me or  produced PA# 124253049 as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango Street  
Sebring, FL 33870

[Signature]  
Notary Public  
Commission No.: HH 538312  
(affix notarial seal)

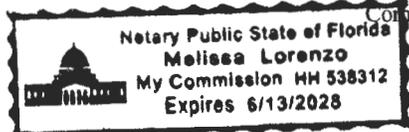


EXHIBIT 811508  
MY COMMISSION HR 22813  
MELISSA LORAN  
NOTARY PUBLIC STATE OF FLORIDA

SEARCH

Go

Parcel C-01-35-28-020-0120-0220

4555 GARDEN AVE  
SEBRING, FL 33875-

**Owners:**

LFC REAL STATE LLC

**Mailing Address**

1900 N BAYSHORE DR  
STE 1A #136-3397  
MIAMI, FL 33132

**DOR Code:** 00 - VACANT

**Neighborhood:** 1107.00 - LAKE HAVEN EST.

**Millage:** 40 - County Southwest Water

**Map ID:** 49A

**Legal Description**

LAKE HAVEN EST SEC 1  
PB 7 PG 6  
LOT 22 BLK 12





DIVISION of  
CORPORATIONS  
*an official State of Florida website*

Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Limited Liability Company  
LFC REAL STATE LLC

### Filing Information

**Document Number** L24000097729  
**FEI/EIN Number** 99-1667487  
**Date Filed** 02/27/2024  
**State** FL  
**Status** ACTIVE  
**Last Event** LC AMENDMENT  
**Event Date Filed** 05/14/2025  
**Event Effective Date** NONE

### Principal Address

1900 N BAYSHORE DR STE 1A #136-3397  
MIAMI, FL 33132

### Mailing Address

2 S Biscayne Boulevard Suite 3200 #3397  
Miami, FL 33131

Changed: 03/13/2025

### Registered Agent Name & Address

Lupa Enterprises INC  
100 SE 2ND ST., STE 2000  
MIAMI, FL 33131

Name Changed: 03/13/2025

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

GALLEGOS TEJADA, GONZALO  
AVENIDA MANUEL OLGUIN 745 SANTIAGO DE SURCO URBANIZACION  
MONTERRICO APT 1601-B  
LIMA 15023 PE

Title MGRM

*DUJ*

BELFIORE VILLAR, BRUNO ALFREDO  
CALLE MISTI 416 DEPARTAMENTO 202  
YANAHUARA PROVINCIA DE AREQUIPA  
GONZALO,PERU 04017 PE

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2025	03/13/2025

**Document Images**

<u>05/14/2025 -- LC Amendment</u>	<a href="#">View image in PDF format</a>
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<u>03/13/2025 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
------------------------------------	--

<u>02/27/2024 -- Florida Limited Liability</u>	<a href="#">View image in PDF format</a>
--	--

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 10th day of December, 202<sup>5</sup>, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:  
**CC of Sebring LLC**

whose mailing address is:  
614 Central Ave Findlay, OH 45840

(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 4800 Haw Branch Rd Sebring, FL 33875, with parcel identification number C-09-35-28-010-0020-000 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 161.28 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than      dwelling units/acre. For commercial or industrial development, there will be a maximum of 212 square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

Building a freestanding mens and womens restroom on the 12th Green for Golf patrons use.

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply)   x   water or   x   sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

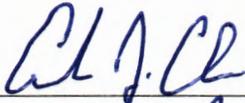
H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

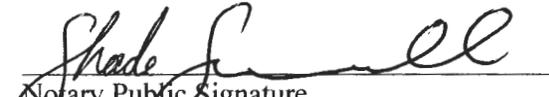


Name Printed: ANDREW J. CLOUSE

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of DECEMBER, 2025, by ANDREW CLOUSE, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:  
(NOTARY SEAL)

  
Notary Public Signature  
SHADE SUMMERALL  
Notary Public Print Name

Shade Summerall  
Comm.: HH 360429  
Expires: February 9, 2027  
Notary Public - State of Florida



Shade Summerall  
Comm.: HH 360429  
Expires: February 9, 2027  
Notary Public - State of Florida

[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

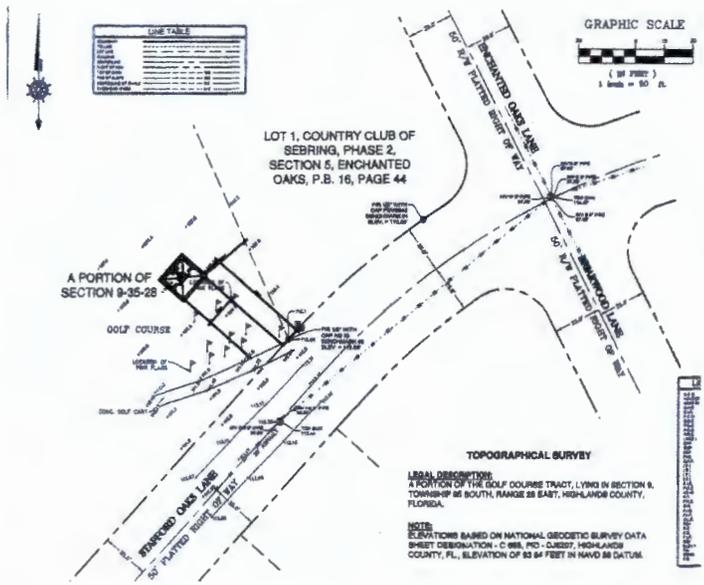
\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**



2846 SF App Road  
Suite 203 Palm City FL  
772-809-6700  
www.lbjarchitecture.com



ELECTRONIC SIGNATURE

NAME:  
A NEW BATH HOUSE FOR  
COUNTRY CLUB OF SEBRING

ISSUE DATE:  
12.1.2025

NO.	REVISION

ISSUE TYPE:  
SITE PLAN

SP-1

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

**DECLARATION OF COVENANTS**

CC OF SEBRING, a Florida  limited liability company or  corporation (herein called "Declarant") is the owner in fee simple of certain real property (herein called the "Property"), located at 48000 HAW BRANCH RD in Highlands County, Florida, more particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in exchange for the right for the Property to pay for and receive the service(s) checked below from the City of Sebring:

water service       fire hydrants       fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons for the Declarant covenant under the penalty of perjury that they are fully authorized to sign this Declaration for the Declarant and that it is fully enforceable under its terms

Dated this 9 day of DECEMBER, 2025

Declarant: CC OF SEBRING LLC, a Florida  limited liability company or  corporation

Two Witnesses:

[Signature]  
(Printed Name) JOHN CLOUSE

By: [Signature]  
Printed Name: ANDREW J. CLOUSE  
Title: MEMBER

[Signature]  
(Printed Name) James Acevedo Jr

(corporate seal)

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9 day of DECEMBER, 2025, by (name) ANDREW CLOUSE as (title) MEMBER of CC OF SEBRING LLC, a Florida  limited liability company or  corporation, who  is personally known to me or  produced [Signature] as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango Street  
Sebring, FL 33870

[Signature]  
Notary Public  
Commission No.:

(affix notarial seal)  
 **Shade Summerall**  
Comm.: HH 360429  
Expires: February 9, 2027  
Notary Public - State of Florida

SEARCH

Go

Parcel C-09-35-28-010-0020-0000

4800 HAW BRANCH RD  
SEBRING, FL 33875-  
STE 1-PRO SHOP

**Owners:**

CC OF SEBRING LLC

**Mailing Address**

614 CENTRAL AVE  
FINDLAY, OH 45840

**DOR Code:** 38 - GOLF COURSES

**Neighborhood:** 3745.00 - PRAIRIE OAKS GOLF INFL

**Millage:** 40 - County Southwest Water

**Map ID:** 28C

**Legal Description**

PRAIRIE OAKS UNREC SUB  
GOLF COURSE + MAINT BLDG +  
PORTS LOT 53 + TR V + PORT OF  
TR EE PRAIRIE OAKS VILL  
PB 15 PG 88  
-LESS SOLD PORT THEREOF





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
CC OF SEBRING, LLC

### Filing Information

<b>Document Number</b>	L21000137329
<b>FEI/EIN Number</b>	86-3068762
<b>Date Filed</b>	03/23/2021
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	03/09/2022
<b>Event Effective Date</b>	NONE

### Principal Address

4800 HAW BRANCH RD.  
SEBRING, FL 33875

### Mailing Address

4800 HAW BRANCH RD.  
SEBRING, FL 33875

### Registered Agent Name & Address

CLOUSE, ANDREW J  
4800 HAW BRANCH RD.  
SEBRING, FL 33875

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

CLOUSE, ANDREW J  
4800 HAW BRANCH RD.  
SEBRING, FL 33875

Title AMBR

CLOUSE, RENAE K  
4800 HAW BRANCH RD.  
SEBRING, FL 33875

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	04/24/2023
2024	02/06/2024
2025	03/05/2025

**Document Images**

<a href="#">03/05/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2022 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/23/2021 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:  
JI Realty LLC

whose mailing address is:  
PO Box 61457, Raleigh, NC 27661  
(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 3925 Muriel Avenue, Sebring, FL 33870, with parcel identification number C-21-34-29-050-0550-0000 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 9.12 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 8 dwelling units/acre. For commercial or industrial development, there will be a maximum of \_\_\_\_\_ square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:  
any use allowed in the Highlands County R-3 zoning District, including single-family homes, duplexes, and/or multifamily dwellings.

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply) x water or x sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*;  
and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

*Chinfang Chen*  
Name Printed: Chinfang Chen

North Carolina  
STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2nd day of December, 2025, by Chinfang Chen, who is personally known to me or who produced Driver License as identification.

My commission expires: 03/07/2027  
(NOTARY SEAL)

*Dylan D Kern*  
Notary Public Signature  
Dylan D Kern  
Notary Public Print Name



[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

**DECLARATION OF COVENANTS**

SUBDIVISION: Lake View Park Tract

JI Realty

\_\_\_\_\_, a Florida  limited liability company or  corporation (herein called "Declarant") is the owner in fee simple of certain real property (herein called the "Property"), located at 3925 Murial Avenue in Highlands County, Florida, more particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in exchange for the right for the Property to pay for and receive the service(s) checked below from the City of Sebring:

water/wastewater service  fire hydrants  fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons for the Declarant covenant under the penalty of perjury that they are fully authorized to sign this Declaration for the Declarant and that it is fully enforceable under its terms

Dated this 2 day of December, 2025

Declarant: JI Realty  
\_\_\_\_\_, a Florida  limited liability company or  corporation

Two Witnesses:

[Signature]  
(Printed Name) Angel Martinez

[Signature]  
(Printed Name) John L. Fleming

By: [Signature]  
Printed Name: Chinfang Chen  
Title: Owner

(corporate seal)

STATE OF North Carolina  
COUNTY OF Wake

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2nd day of December, 2025 by (name) Chinfang Chen as (title) owner of JI Realty, a Florida  limited liability company or  corporation, who  is personally known to me or  produced Driver Licence as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango Street  
Sebring, FL 33870



[Signature]  
Notary Public  
Commission No.: 05/07/2007  
(affix notarial seal)

SEARCH

Go

Parcel C-21-34-29-050-0550-0000

3925 MURIEL AVE  
SEBRING, FL 33870

**Owners:**

JI REALTY LLC

**Mailing Address**

6300 CREEDMOOR RD  
STE 170-389  
RALEIGH, NC 27612

**DOR Code:** 07 - MISCELLANEOUS

**Neighborhood:** 440.00 - RURAL TRACTS IN 34/29

**Millage:** 40 - County Southwest Water

**Map ID:** 89C

**Legal Description**

LAKE VIEW PARK TRACT  
LOT 55-LESS A 100 FT WIDE  
TR IN CITY OF SEB  
(GROSS 10 BLOCK)



✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 15 day of December, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:

Alan Abolila  
whose mailing address is:  
11420 SW 1<sup>st</sup> Street, Sweetwater Fl, 33174  
(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 818 Porsche Avenue, with parcel identification number C-22-34-28-010-0210-0150 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is .23 acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of 1650 square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:  
Single-family residence C.B.S.  
New construction

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply)  water or  sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on \_\_\_\_\_, 202\_\_, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

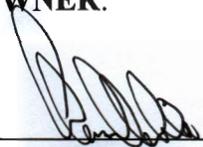
H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

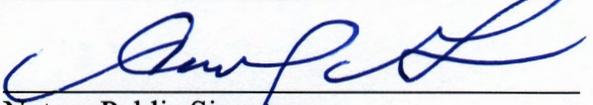
OWNER:

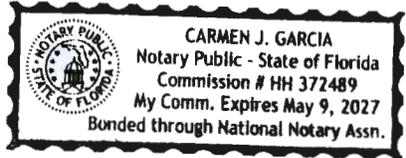
  
Name Printed: Alan Abolila

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of December, 2025, by Alan Abolila, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:  
(NOTARY SEAL)

  
Notary Public Signature  
Carmen J. Garcia  
Notary Public Print Name



[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

### DECLARATION OF COVENANTS

SUBDIVISION: Sebring Country Estates

Alan Abolila (herein called "Declarant")  
is/are the owner(s) in fee simple of certain real property (herein called the "Property"), located at  
818 Porsche Avenue in Highlands County, Florida, more  
particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in  
exchange for the right for the Property to pay for and receive the service(s) checked below from the City  
of Sebring:

- water service       fire hydrants       fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons signing covenant under the penalty of perjury that this Declaration is fully enforceable under its terms.

Dated this 15<sup>th</sup> day of December, 2025.

DECLARANT:

[Signature]  
Witness ANA M MARTINEZ

Signature: [Signature]  
Printed Name: Alan Abolila

[Signature]  
Witness JEFFREY LEON

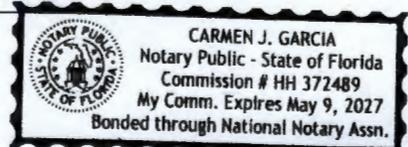
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of December, 2025, by Alan Abolila, who  are personally known to me or  produced \_\_\_\_\_ as identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango St  
Sebring, FL 33870

[Signature]  
Notary Public  
Commission No.: HH 372489  
(affix notarial seal)



SEARCH

Go

**Parcel C-22-34-28-010-0210-0150**

818 PORSCHE AVE  
SEBRING, FL 33872

**Owners:**

ABOLILA ALAN

**Mailing Address**

11420 SW 1ST ST  
MIAMI, FL 33174

**DOR Code:** 00 - VACANT

**Neighborhood:** 1100.00 - SEB CTRY EST/SEB HILLS AREA

**Millage:** 40 - County Southwest Water

**Map ID:** 26D

**Legal Description**

SEBRING COUNTRY ESTATES

PB 6-PG 49

LOT 15 BLK 21



**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 22 day of December, 2025, by and between the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Ave, Sebring, Florida 33870 (the "City") and:

3020 W. Stryker Rd Aven Park FL 33825  
whose mailing address is:  
Elegant Homes LLC  
(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 1724 Stream Ave Sebring, with parcel identification number C-24-35-28-060-0010-0350 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 80<sup>ft</sup> by 125<sup>ft</sup> acre(s) in size; and

WHEREAS, the Owner seeks to develop the Property as (circle each that apply) residential, commercial, industrial. For residential development, the density will have no more than 1 dwelling units/acre. For commercial or industrial development, there will be a maximum of \_\_\_\_\_ square feet of building(s); and

WHEREAS, Owner represented that the property would be developed specifically as follows in seeking approval of the utility connection:

Single family block house.  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the Property is located outside the City's boundaries, and, therefore, provision of utility service to the Property is subject to the requirements of Section 23-32 of the *Sebring Code*; and

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide the utility service described herein to the Property; and

WHEREAS, in consideration of the City providing (check each that apply) \_\_\_ water or \_\_\_ sewer service to the Property, the Owner agrees to enter into this Agreement regarding the City's provision of utility service to the Property; and

WHEREAS, the Owner has executed the consent set forth in Sec. 23-1 of the *Sebring Code*; and

WHEREAS, the Sebring City Council approved the connection pursuant to Section 23-32 of the City's Code of Ordinances on January 6, 2026, subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1- Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2- Provision of Sewer and Water Service.

A. Subject to the terms, conditions, and limitations hereinafter set forth., the City hereby agrees to provide the utility services noted on in the Recitals at the Property (the "Services") upon execution of this Agreement and payment of all fees, costs, and expenses associated with the provision of the Services.

B. The Owner agrees to pay all such charges for connection, usage, and all other charges for the Services as required by the City under applicable ordinances and rate schedules which are now existing or as may be changed from time to time.

C. The Owner acknowledges that, if the Property is developed other than as set forth in the Recitals, the City is not obligated to provide the Property with utility service.

Section 3 - Cost to Extend Utilities to the Property. Owner agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the City Utilities Director or designee, to provide service to the Owner's premises. The Owner shall be responsible for the installation and conformance with all applicable codes, rules, City standards, and regulations of all service lines, and connections on the Owner's premises. The City shall have the option to perform the necessary work, or the City may have such work performed by outside forces in which case the Owner shall pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner shall remit such advance funds, and any additional funds as may be necessary to pay for the actual completed project for the extension of utility services.

Section 4 - Title to Utilities. Title to all mains, extensions, and other facilities extending from the City water distribution system to and including the meter to service the Owner shall be vested to the City exclusively.

Section 5 - Access. Any rights-of-way or easements necessary shall be provided by the Owner.

Section 6 - Indemnification. The Owner hereby agrees to indemnify, defend, and hold harmless the City of Sebring, Florida, its Mayor, members of the City Council, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the Owner's obligations under or performance pursuant to this agreement.

Section 7 - Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement.

B. Nothing in this agreement shall be construed as requiring the City to construct or install any sanitary sewer lines or other improvements of any kind upon the Property or extend such public improvements to service the Property.

Section 8 - Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

Section 9 - Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE THE SERVICES PROVIDED TO THE PROPERTY PURSUANT TO THIS AGREEMENT. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF THE SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH THE SERVICES BY THE CITY DUE TO OWNER'S DEFAULT.

Section 10 - Miscellaneous.

A. All of the terms of this Agreement shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, signed by all parties hereto, or their respective successors and assigns.

C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

D. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

E. The parties agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees (including costs and fees incurred on appeal or in connection with post-judgment collection).

F. This Agreement embodies all agreements and representations of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the parties.

G. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

H. This Agreement shall not take effect unless and until it is executed by the Owner, approved by the City Council, and executed by an authorized representative of the City. This Agreement shall take effect on the date the last of the foregoing occurs.

I. At the time the Property is annexed into the City, this Agreement shall automatically terminate and the Property shall be subject to the provisions of the City's ordinances, rate schedules, and requirements for properties located within the City's boundaries.

[Signature Page(s) to Follow]

[OWNER SIGNATURE PAGE]

OWNER:

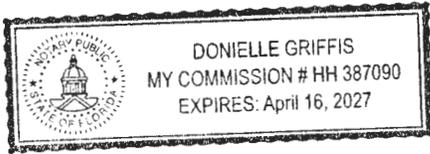
Angela Martinez  
Name Printed: Angela Martinez

STATE OF FLORIDA  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of December, 2025 by Angela Martinez, who is personally known to me or who produced Driver's license as identification.

My commission expires:  
(NOTARY SEAL)

Donielle Griffis  
Notary Public Signature  
Donielle Griffis  
Notary Public Print Name



[CITY SIGNATURE PAGE]

**CITY OF SEBRING, FLORIDA**

BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Prepared by:  
Robert S. Swaine  
Swaine, Harris & Wohl, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

**DECLARATION OF COVENANTS**

Elegant Homes LLC, a Florida  limited liability company or  corporation (herein called "Declarant") is the owner in fee simple of certain real property (herein called the "Property"), located at 1724 Stream Ave 33875 in Highlands County, Florida, more particularly described on Schedule "A" attached hereto. For good and valuable consideration, and in exchange for the right for the Property to pay for and receive the service(s) checked below from the City of Sebring:

water service                       fire hydrants    fire protection service

Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the city limits of the City of Sebring, the Property shall be subject to annexation into said city limits if and when the City of Sebring City Council determines such annexation is in the best interest of the City. This declaration shall be considered an irrevocable petition to the City of Sebring for such annexation and Declarant further agrees, for itself, its successors and assigns, to execute any additional instrument or documents requested by the City of Sebring to facilitate any future annexation of the Property.

The Declarant agrees further to consent to the annexation of this Property in connection with any future referendum election under Florida Statutes 171.0413, as the same may be amended from time to time. If annexed, Declarant consents to all applicable non-ad valorem assessments levied on the real property within the City of Sebring.

This covenant shall run perpetually with and bind the land, and shall inure to the benefit of and be enforceable by the City of Sebring.

Any box checked above for services not rendered by the City of Sebring shall not obligate the City of Sebring to provide those services and this agreement shall remain valid so long as the City of Sebring is willing to provide any of the services.

The person or persons for the Declarant covenant under the penalty of perjury that they are fully authorized to sign this Declaration for the Declarant and that it is fully enforceable under its terms

Dated this 22 day of December, 2025.

Declarant: Elegant Homes LLC  
\_\_\_\_\_, a Florida  limited liability company  
or  corporation

Two Witnesses:

Edith E. Blackmon  
(Printed Name) Edith E. Blackmon

By: Angela Martinez  
Printed Name: Angela Martinez  
Title: Owner

Kim Shands  
(Printed Name) Kim Shands

(corporate seal)

STATE OF Florida  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22 day of Dec, 2025, by (name) Angela Martinez as (title) owner of Elegant Homes LLC, a Florida  limited liability company or  corporation, who  is personally known to me or  produced FL DRIVERS LICENSE identification.

Return to:  
City of Sebring Utilities Dept.  
321 N Mango Street  
Sebring, FL 33870

Kim Shands  
Notary Public  
Commission No.: \_\_\_\_\_  
(affix notarial seal)



SEARCH

Go

**Parcel C-24-35-28-060-0010-0350**

1724 STREAM AVE  
SEBRING, FL 33875-

**Owners:**

ELEGANT HOMES LLC

**Mailing Address**

3020 W STRYKER RD  
AVON PARK, FL 33825

**DOR Code:** 00 - VACANT

**Neighborhood:** 1115.10 - ORANGE BLOSSOM UNITS 1-7 SMALL LOTS

**Millage:** 40 - County Southwest Water

**Map ID:** 50B

**Legal Description**

ORANGE BLOSSOM EST UNIT 6

PB 6-PG 35

LOT 35 BLK 1





Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Limited Liability Company  
ELEGANT HOMES LLC

### Filing Information

**Document Number** L24000468587  
**FEI/EIN Number** 38-4342729  
**Date Filed** 11/05/2024  
**Effective Date** 11/04/2024  
**State** FL  
**Status** ACTIVE

### Principal Address

3020 W STRYKER RD  
AVON PARK, FL 33825

### Mailing Address

3020 W STRYKER RD  
AVON PARK, FL 33825

### Registered Agent Name & Address

MARTINEZ, ANGELA  
3020 W STRYKER RD  
AVON PARK, FL 33825

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

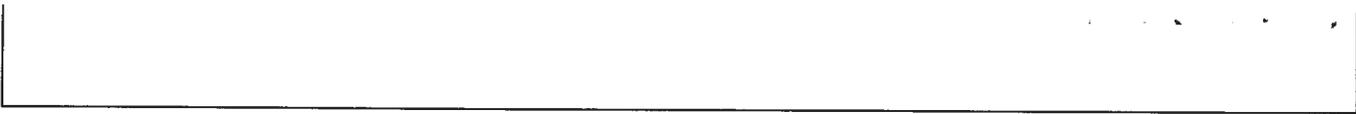
MARTINEZ, ANGELA  
3020 W STRYKER RD  
AVON PARK, FL 33825

### Annual Reports

Report Year	Filed Date
2025	03/28/2025

### Document Images

<a href="#">03/28/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/05/2024 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



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**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Border

AGENDA ITEM#: 8 D - Resolution #2026-01 authorizing Budget Amendment #19

BACKGROUND: A Motorola portable radio was ordered in September 2025 and a budget amendment was created to cover the cost out of FY 24/25. The radio was not delivered until after the start of FY 25/26. I am requesting that the money from FY 24/25 be moved to FY 25/26 so that a budget shortfall does not happen at the end of the year because of that purchase.

REQUESTED MOTION: Approve Resolution 2026-01 authorizing Budget Amendment #19 as presented

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

\_\_\_\_\_ TABLED TO: \_\_\_\_\_

\_\_\_\_\_ OTHER

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_

**RESOLUTION NO. 2026-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SEBRING, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO  
THE ADOPTED FY 2025/2026 BUDGET.**

**WHEREAS**, Florida Statute 216.011 defines an APPROPRIATION AS “a legal authorization to make expenditure”, then, no authorizations exist to exceed appropriated line item amounts in the budget. Should any cost requirements bring about a need for more funds than provided in a budget line item, no expenditure may be made until there is an authorized and approved budget amendment to provide more available fund, as set forth in the provisions herein.

**WHEREAS**, the City of Sebring will use General Fund Balance Brought Forward in the amount \$9,157;

**WHEREAS**, the City of Sebring will use these funds for the purchase of a portable radio;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sebring, Florida this 6<sup>th</sup> day of January 2026, that Budget Amendment #19 is hereby approved and authorized.

\_\_\_\_\_  
John Shoop, Mayor  
City of Sebring, Florida

Attest: \_\_\_\_\_  
Kathy Haley, CMC, City Clerk



# Request for Budget Amendment



## Budget Amendment # 151

Department: Fire Dept. Head: Border  
 Request Date: 9/3/2025 Submitted by: Border  
 Council Date: \_\_\_\_\_  
 (If required)

Budget Line Item Transfer						
Account Number	Project	Account Name	Current Budget	Increase	Decrease	Amended Budget
001-2210-552-52-92	Tools & Equipment <\$5000		\$ 64,584		\$ 12,000	\$ 52,584
001-2210-564-64-12	Radios		\$ 292,000	\$ 10,088		\$ 302,088
001-2210-546-46-10	Repairs and Maintenance		\$ 27,150	\$ 1,912	\$ -	\$ 29,062
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Totals:</b>			\$	12,000	\$	12,000

Explain why these funds were not originally budgeted and the justification for your request now:  
Purchase portable radio for new assistant chief position. Funds to cover repairs and maintenance that were unforeseen.

Department Approval: \_\_\_\_\_ Date: 9/3/2025  
 (Department Head)

*If an account amendment is over \$10,000 (cumulative change over \$20,000):*

Request approved by: _____ (Assistant City Administrator)	Date: _____
Request authorized by: _____ (City Clerk or City Administrator)	Date: _____



Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

**Invoice 8282215989**

<b>Issue Date</b> Oct 07, 2025	<b>P.O. No.</b> Credit Card	<b>P.O. Date</b> Sep 23, 2025
<b>Sales Order</b> 3203906859	<b>Delivery No.</b> 9112795552	<b>Customer No.</b> 1036552471

**Billing Address**

SEBRING, CITY OF  
ATTN: Accounts Payable  
301 N MANGO ST  
SEBRING FL 33870  
United States

**Shipping Address**

SEBRING FIRE DEPT  
301 N MANGO ST  
SEBRING FL 33870  
United States

**Important Information**

Ultimate Destination: United States  
Freight Terms: FREIGHT PREPAID  
Inco Term: CPT  
NEAREST PORT OF IMPORT

**For all invoice payment inquiries contact**

SLT4EA@motorolasolutions.com  
Telephone: 800-247-2346

<b>Payment Details</b>		Invoice Total <b>USD 9,156.67</b> Payment Due Date Oct 07, 2025 Pay Online <a href="http://motorolasolutions.com/billing">motorolasolutions.com/billing</a>
<b>Payment Method / Terms</b> Credit Card payment term - Immediate	<b>Bank Account No.</b> 3756319808	
<b>Payment Address</b> Motorola Solutions, Inc. 13108 Collections Center Drive Chicago, IL 60693 United States	<b>ABA Routing No. for ACH</b> 111000012	
<b>Bank</b> Bank of America, Dallas	<b>ABA Routing No. for Wire Transfer</b> 026008593	
	<b>SWIFT</b> BOFAUS3N	

Invoice 8282215989

Please detach here and return the bottom portion with your payment

Page 1 of 3

**Payment Coupon**

**Invoice 8282215989**

<b>Issue Date</b> Oct 07, 2025	<b>Customer No.</b> 1036552471
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

**Billing Address**

SEBRING, CITY OF  
ATTN: Accounts Payable  
301 N MANGO ST  
SEBRING FL 33870  
United States

**Payment Address**

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693  
United States

Invoice Total  
**USD 9,156.67**  
 Tax Included 0.00  
 Payment Due Date Oct 07, 2025

Provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)

#	Description	Ship Date	Service Period	Unit Price	Qty	Amount
1	PORTABLE RADIO APX N70 7/800 MODEL 4.5 SO Line No.: 2.1 ITEM# H35UCT9PW8AN	Oct 07, 2025		3,916.45	1	3,916.45
	Serial No. 022CBV0493					
1.1	PORTABLE RADIO APX N70 7/800 MODEL 4.5 ITEM# H35UCT9PW8AN-A			0.00	1	0.00
1.2	SMARTMAPPING ITEM# SSV01S01907A		Nov 10, 2025 - Nov 09, 2030	375.00	1	375.00
1.3	SMARTLOCATE ITEM# SSV01S01476A		Nov 10, 2025 - Nov 09, 2030	375.00	1	375.00
1.4	APX NEXT SMARTCONNECT SUBSCRIPTION ITEM# SSV01S01406A		Nov 10, 2025 - Nov 09, 2030	375.00	1	375.00
1.5	SMARTPROGRAMMING ITEM# SSV01S01407A		Nov 10, 2025 - Nov 09, 2030	375.00	1	375.00
1.6	RADIOCENTRAL PROGRAMMING ITEM# LSV01S03082A		Nov 10, 2025 - Nov 09, 2030	160.20	1	160.20
1.7	APX N70 DMS ESSENTIAL ITEM# LSV01S03060A		Nov 10, 2025 - Nov 09, 2030	343.20	1	343.20
1.8	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS ITEM# QA09030AA			0.00	1	0.00
1.9	ADD: MULTICAST VOTING SCAN ITEM# Q387CB			0.00	1	0.00
1.10	ADD: ENHANCED DATA ITEM# QA03399AK			0.00	1	0.00
1.11	ADD: EXTREME 1-SIDED NOISE REDUCTION ITEM# QA01833AH			0.00	1	0.00
1.12	ADD: WIFI CAPABILITY ITEM# QA09001AM			0.00	1	0.00
1.13	ADD: VIQI VC RADIO OPERATION ITEM# QA09028AA			0.00	1	0.00
1.14	ADD: CORE BUNDLE ITEM# BD00001AA			2,425.79	1	2,425.79
1.15	ADD: ADAPTIVE SPEAKER VOLUME ITEM# QA08676AA			0.00	1	0.00
1.16	ADD: AUDIO BUNDLE ITEM# BD00037AA			209.51	1	209.51
1.17	ADD: ADAPTIVE NOISE SUPPRESSION ITEM# QA09006AA			0.00	1	0.00
1.18	ADD: APX N70 XE M4.5 RUGGED RADIO ITEM# QA02006AG			601.52	1	601.52
1.19	ENH: SUBMERSIBLE (DELTA T) ITEM# H499KC			0.00	1	0.00

#	Description	Ship Date	Service Period	Unit Price	Qty	Amount
1.20	ADD: ASTRO DIGITAL CAI OPERATION ITEM# Q808CH			0.00	1	0.00
1.21	ADD: P25 9600 BAUD TRUNKING ITEM# Q361CD			0.00	1	0.00
1.22	ADD: SMARTZONE OPERATION ITEM# H38DA			0.00	1	0.00
1.23	ADD: TDMA OPERATION ITEM# QA00580BA			0.00	1	0.00
1.24	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP ITEM# Q829BD			0.00	1	0.00
1.25	ADD: LTE WITH ACTIVE SERVICE AT&T US ITEM# QA09017AA			0.00	1	0.00

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USD Subtotal	9,156.67
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USD Total Tax	0.00
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<b>USD Invoice Total</b>	<b>9,156.67</b>
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USD Amount Due	9,156.67
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**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 06, 2026

PRESENTER: Lee

AGENDA ITEM#: 8 E - Clean Water SRF funding for Cemetery WWTP upgrades

BACKGROUND: Pennoni assisted City staff in applying for FDEP SRF SAHM (Hurricane Resiliency) grant funding for CWSRF (wastewater) projects. On Nov 12, 2025, at the FDEP SRF priority list meeting, the City was included on the fundable list for the following amounts:

- CWSRF: \$19,166,503 for improvements to the City’s Cemetery Road WWTF and wastewater collection system inflow and infiltration improvements
- CWSRF Waiting Portion: \$14,733,497 (for amounts requested over the \$19,166,503 funding cap amount, only to be available if something falls through with other projects for other entities in the CWSRF fundable list)

The next step is to submit a Loan Application package (attached) to the FDEP SRF. “Loan Application” is just the name of the form, the funding amounts that were awarded are 100% principal forgiveness (grant) with no City match amount required. An Authorizing Resolution is required and is included in the agenda for consideration by City Commission.

Once the FDEP receives the Loan Application package, they will prepare a funding agreement and return to the City for City’s signature. Then, the steps will be:

- Prepare a planning document (Facilities Plan)
- Design the projects and prepare construction plans and bidding documents
- Bid the projects
- Construct the projects

ATTACHMENTS:

1. Resolution
2. Loan Application

REQUESTED MOTION: Approve Resolution #2026-02 and authorize the Mayor to sign the application as presented.

COUNCIL ACTION:

APPROVED                      Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
 DENIED                              Bishop \_\_\_\_\_ Carlisle \_\_\_\_\_ Havery \_\_\_\_\_ Kogelschatz \_\_\_\_\_ Stewart \_\_\_\_\_  
 TABLED TO: \_\_\_\_\_  
 OTHER

## **RESOLUTION NO 2026-02**

**A RESOLUTION OF THE CITY OF SEBRING, RELATING TO THE CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING PRINCIPAL FORGIVENESS; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of wastewater infrastructure; and

**WHEREAS**, Florida Administrative Code rules require authorization to apply for loans, to establish designation of principal forgiveness, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the State Revolving Fund loan priority list designates Project No. 28037 funded via the Supplemental Appropriation for Hurricane Helen and Milton and Hawai'i Wildfires (SAHM) as eligible for available funding; and

**WHEREAS**; The City of Sebring, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing;

### **SECTION I. FINDINGS**

1. The foregoing findings are incorporated herein by reference and made a part hereof.

### **SECTION II. LOAN APPLICATION AUTHORIZATION**

2. The City of Sebring, Florida is authorized to apply for a loan to finance the planning, design, and construction of the project.

### **SECTION III. DESIGNATION OF PRINCIPAL FORGIVENESS**

3. SAHM Funding for the loan is administered by the Florida Department of Environmental Protection State Revolving Fund program. The loan will be the initial amount of \$19,166,503, and the loan is designated to have the full amount of the principal forgiven.

### **SECTION IV. AUTHORIZED REPRESENTATIVE DESIGNATION**

4. The City Mayor is hereby authorized and designated as the City's authorized representative to submit the loan application and provide assurances and commitments required by the loan application, and to execute and deliver such additional documents as are needed regarding the loan.

**SECTION V. EXECUTION OF ASSURANCES**

5. The City Mayor is hereby designated as authorized representative to execute the loan agreement which will become a binding obligation in accordance with the terms when signed by both parties. The City Administrator is authorized to represent the City in carrying out the City's under the loan agreement. The City Administrator is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

**SECTION VI. LEGAL AUTHORITY**

6. The legal authority to borrowing these funds is 166.111 Florida Statutes, and other applicable law.

**SECTION VII. CONFLICTS**

7. All resolutions or parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

**SECTION VIII. SEVERABILITY**

8. 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 IX. EFFECTIVE DATE**

9. This Resolution shall become effective immediately upon its passage and adoption.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sebring, Florida this 6<sup>th</sup> day of January 2026, that this resolution is hereby approved and authorized.

---

Josh Stewart, Council President  
City of Sebring, Florida

Attest: \_\_\_\_\_  
Kathy Haley, CMC, City Clerk

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Lee

AGENDA ITEM#: 8 F - Resolution #2026-03 authorizing budget amendment #21/Fire Dept Tanker Units

BACKGROUND: Prior to the federal government shutdown, the City of Sebring was awarded a grant from the US Department of the Interior to purchase two (2) slip-on tanker units. Now that the grant system is back on track, staff is able to move forward with the purchase of these units that will replace what is currently on the City's brush trucks.

This replacement will extend the lives of the two units currently in service. These tankers are designed to be transferable so that when it comes time to replace the trucks, there will be significant cost savings in outfitting the new trucks.

This is a 100% reimbursement grant with no matching funds from the City needed.

Attachments:

1. Resolution #2026-03 and Budget Amendment #21

REQUESTED MOTION: Approve Resolution #2026-03 authorizing Budget Amendment #21 as presented.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

\_\_\_\_\_ TABLED TO: \_\_\_\_\_

\_\_\_\_\_ OTHER

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

Bishop \_\_\_\_\_ Carlisle \_\_\_ Havery\_\_\_ Kogelschatz \_\_\_\_\_ Stewart \_\_\_\_\_

**RESOLUTION NO. 2026-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SEBRING, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO  
THE ADOPTED FY 2025/2026 BUDGET.**

**WHEREAS**, Florida Statute 216.011 defines an APPROPRIATION AS “a legal authorization to make expenditure”, then, no authorizations exist to exceed appropriated line item amounts in the budget. Should any cost requirements bring about a need for more funds than provided in a budget line item, no expenditure may be made until there is an authorized and approved budget amendment to provide more available fund, as set forth in the provisions herein.

**WHEREAS**, the City of Sebring was awarded a grant from the US Department of the Interior with a value of \$46,862;

**WHEREAS**, the City of Sebring will use these funds for the purchase of 2 slip-on tanker units;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sebring, Florida this 6<sup>th</sup> day of January 2026, that Budget Amendment #21 is hereby approved and authorized.

\_\_\_\_\_  
John Shoop, Mayor  
City of Sebring, Florida

Attest: \_\_\_\_\_  
Kathy Haley, CMC, City Clerk

# Request for Budget Amendment



## Budget Amendment # 21

Department: Fire Dept. Head: Border  
 Request Date: 12/18/2025 Submitted by: Lee  
 Council Date: 1/6/2026  
 (If required)

Account Number	Project	Account Name	Budget Line Item Transfer	Current Budget	Increase	Decrease	Amended Budget
001-2210-331-27-00		Federal Grant		\$ -	\$ 46,862		\$ 46,862
001-2210-564-64-95	25101	Machinery & Equipment		\$ -	\$ 46,862		\$ 46,862
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<b>Totals:</b>					<b>\$ 93,724</b>	<b>\$ -</b>	

Explain why these funds were not originally budgeted and the justification for your request now:  
A grant was obtained through the US Department of the Interior to replace the pump apparatus on the City's two brush trucks. These units are designed to be transferrable from truck to truck (or to a trailer) in the event of an emergency or a truck replacement. This will extend the useful lives of the current trucks and offer a cost savings on future purchases.

Department Approval: *Robert Bork* Date: 12/18/2025  
 (Department Head)

*If an account amendment is over \$10,000 (cumulative change over \$20,000):*

Request approved by:	_____	Date:	_____
	(Assistant City Administrator)		
Request authorized by:	_____	Date:	_____
	(City Clerk or City Administrator)		

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Border

AGENDA ITEM#: 8 G - Fire Department L14 Asset #1662 Disposal

BACKGROUND: Our new aerial truck is scheduled for delivery in February or March 2026. This truck will replace our current Aerial L14. Aerial L14 is almost 25 years old and has met its useful life and is ready for disposal. Staff researched auction values for similar vehicles and I believe the City will receive the best benefit by trading Aerial L14 in to Ten-8 for the sum of \$38,850. Ten-8 will reduce the purchase price of the new truck by the trade in value credit. (Note: The pre-payment discount was declined at the time of order.)

Asset for Disposal:

#1662 – Pierce Ladder Truck (Aerial L14)

ATTACHMENT A – Trade In from Ten-8

ATTACHMENT B – Comparable auction values

ATTACHMENT C – Disposition Form

REQUESTED MOTION: Authorize City Administrator to sign the updated equipment proposal from Ten-8 Fire and approve the disposition of Asset #1662 through a trade in to Ten-8 as presented.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

\_\_\_\_\_ TABLED TO: \_\_\_\_\_

\_\_\_\_\_ OTHER

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

Bishop \_\_\_\_\_ Carlisle \_\_\_ Havery\_\_\_ Kogelschatz \_\_\_\_\_ Stewart \_\_\_\_\_

## **ATTACHMENT A**



IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 791

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 11, 2023 ("Proposal Date")

Customer: Sebring Fire Department ("Customer")

Customer Address: 301 North Mango Street, Sebring, Florida 33870

Table with 3 columns: Qty, Product Description & Options, Price. Includes items like Pierce 100' Ascendant Tower, Optional Prepayment discount, and Aerial Trade-In. Total price: \$1,959,766.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 30-32 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: This proposal is valid through August 1st 2023

Unless accepted within \_\_\_ days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Sebring Fire Department

Ten-8 Fire & Safety, LLC

By: \_\_\_\_\_

By: [Signature]

Title: \_\_\_\_\_

Title: Authorized Sales Representative

Print: \_\_\_\_\_

Print: Anthony Autorino

Date: \_\_\_\_\_

Date: July 11, 2023

EXHIBIT A

**PROPOSAL OPTION LIST**

**EXHIBIT B**  
**WARRANTY**

**EXHIBIT C**

**PURCHASING TERMS AND CONDITIONS**

## PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

## **ATTACHMENT B**

1 / 14



## 2003 Pierce Model Tilt Cab

**\$4,826.00 USD** (42 Bids)

Closed:

(Jun 23, 2025 10:24 AM EST)

**\$20.00 USD**

Bid Increment

Sales/Lot Type:

Online Auction

Location:

El Paso, Texas, USA

VISITORS: 102

Sold Amount	USD 5,429.25
Total Price	USD 5,429.25
High Bidder	U*****
Seller	El Paso, TX
Seller's Terms & Conditions	<a href="#">View</a>
Seller's Other Items	



## Description

Make/Brand	Pierce
Model	Model Tilt Cab
Year	2003
Miles	72,189.00 (Accurate?: Unknown)
Title Restriction	Clean Title
VIN/Serial	4P1CT02S83A002796
Lot#	2381-10664
Condition	Used/See Description
Inventory ID	22-0298

USED 2003 Pierce Model Tilt Cab FIRE TRUCK, 12.7L L6 DIESEL.

.... VEHICLE DOES NOT RUN, BATTERY DOES NOT WORK, FUEL TYPE IS DIESEL, NOT DRIVABLE, VEHICLE DOES NOT HAVE KEYS....LADDER DAMEGED TO RUST...ALL DOOR PANELS AND GLASS FOR DOORS ARE REMOVED...INSTRUMENT CLUSTER REMOVED...HEADLIGHTS MISSING ... ANY OTHER INFORMATION IS UNKNOWN

PICKING UP TIMES: MONDAYS, WEDNESDAY, AND FRIDAY BY APPOINTMENT ONLY.

\*\*\*LAST DAY TO PICK UP WITHOUT BEING LOCKED OUT WILL BE END OF BUSINESS DAYS ON JUNE 30, 2025, AT 2 PM MT \*\*\*



Print



Share

## Seller Information

Seller:	El Paso, TX <a href="#">[ view seller's other assets ]</a>
Item Location:	<a href="#">7969 San Paulo Dr, , El Paso, Texas, 79907-1246, USA</a>
Account Type:	Government

## Inspection

Inspection by appointment only on Friday 06/20/25. Please make an appointment. No pop up will be allowed.

## Payment

Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

**Payment:** Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED!**

**How to make payment:** Buyer must log into individual account and select "My Bids". Follow the instructions to complete payment.

**TAX EXEMPTION: If tax is charged on an item and you are tax exempt documents must be provided to the seller prior to making payment. Contact us for further information.**



## Removal

---

Packing and shipping is the buyer's responsibility. NO APPOINTMENTS FROM 12noon to 1pm. PICKING UP TIMES: MONDAYS, WEDNESDAY, AND FRIDAY BY APPOINTMENT ONLY. \*\*\*LAST DAY TO PICK UP WITHOUT BEING LOCKED OUT WILL BE END OF BUSINESS DAYS ON JUNE 30, 2025, AT 2 PM MT \*\*\* REMOVAL IS BY APPOINTMENT ONLY! ONCE THE ITEM HAS BEEN REMOVED FROM THE SELLERS. LOCATION; ALL SALES ARE FINAL. Plastic pallets not included. WE DO NOT SHIP ITEMS AND IT IS UP TO THE WINNING BIDDER TO COLLECT ALL ITEMS!

## Special Instructions

---

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals **WILL BE LOCKED**

Vehicles has not been thoroughly inspected or diagnosed. It is the buyer's responsibility to have the vehicle inspected by a professional to ensure it is safe to operate on the road. **Guaranty Waiver:** All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

## Additional Information

---

First time bidding? Please review our Terms and Conditions.

For further assistance please review our Frequently Asked Questions.

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1 / 30



## 2003 Pierce Dash 105' Aerial Ladder Truck

**\$11,100.00 USD** (68 Bids)

Closed:

(May 29, 2025 08:30 PM EST)

**\$200.00 USD**

Bid Increment

Sales/Lot Type:

Online Auction

Location:

Fairfax, Virginia, USA

WATCHERS: 104 | VISITORS: 1114

Sold Amount	USD 12,487.50
Total Price	USD 12,487.50
High Bidder	we*****
Seller	Fairfax County, VA
Seller's Terms & Conditions	<a href="#">View</a>
Seller's Other Items	<a href="#">View</a>



## Description

Make/Brand	Pierce
Model	Model Tilt Cab
Year	2003
Miles	160,877.00 (Accurate?: Yes)
Title Restriction	Clean Title
VIN/Serial	4P1CT02H63A003577
Lot#	20737-9543
Condition	Used/See Description
Inventory ID	V-7013
Weight	63500.00 Pounds

### 2003 Pierce Dash-2000, Aerial HD Ladder 105

**Engine:** DDC Series 60, 14.0L 500 hp

**Transmission:** Allison 4000 EVS P

**Chassis / Suspension:** TAK-4 Independent Front Suspension and Tandem Rear Axles with Leaf Spring Suspension / 4 Wheel Air Disc Brakes

**Aerial:** 105' Heavy Duty Ladder w/Aerial Waterway (Last Aerial Test on 4/15/2024,Passed)

\*Removed From Service on 3/11/2025\*

**\*\*Please see the attached Fire Apparatus Inspection Form for more details on the overall condition.\*\***

**If interested, you are encouraged to schedule an appointment to inspect the vehicle. Please see the Inspection Instructions section for details**



Print



Share

## Attachments

File Name	
1. 7013 Specs.pdf	
2. Vehicle Inspection Form 7013.pdf	

## Q & A

- Did you resist this truck 05/20/2025 17:06:39 PM  
No, this is not a relist. 05/21/2025 09:35:14 AM
- Does it come with ground ladders 05/24/2025 20:15:03 PM



Yes, the ground ladders in pictures come with the unit. 05/28/2025 10:54:48 AM

## Seller Information

Seller:	Fairfax County, VA <a href="#">[ view seller's other assets ]</a>
Item Location:	4612 W Ox Rd, Fairfax, Virginia, 22030-6124, USA
Account Type:	Government

## Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please use the 'Ask a Question' feature to schedule an appointment for inspection. Inspections can also be scheduled by emailing [Brandon.Byers@fairfaxcounty.gov](mailto:Brandon.Byers@fairfaxcounty.gov)

## Payment

Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

### **PAYMENT**

If you are the winning bidder, you will facilitate payment by referring to the [My Bids](#) section of your account.

### **Note:**

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.
3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the [Probation FAQ](#).

### **SALES TAX**

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit [Liquidity Services' Tax Exemption Submission Tool](#).

## Removal

Property will be removed by appointment only and must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of the close of the auction.

Fairfax county **WILL NOT SHIP** under normal circumstances. The Buyer must acquire written permission ahead of auction close unless specifically stated in the auction description. In this event, buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. **NO ASSISTANCE** will be provided. Bidders will be locked unless a prior arrangement has been made for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

## Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale 'AS IS, WHERE IS.' Fairfax County, VA makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final. 

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description,

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## Additional Information

---

First time bidding? Please review our [Terms and Conditions](#).

For further assistance please review our [Frequently Asked Questions](#).

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Surplus Aggregator



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## **ATTACHMENT C**

# CITY OF SEBRING ASSET FORM

**REQUIREMENTS:**

- 1 Tangible piece of property/equipment/machinery/vehicle
- 2 Over \$5,000 (unless specifically listed below)
- 3 Non-consumable
- 4 Life expectation greater than 1 year
- 5 Additionally: Building/Land Improvement, Computers, Weapons, Works of Art/Historical Treasures, etc.
- 6 Intangible items: determine on a case by case basis

ASSET #: 1662

\* Finance will assign if acquisition

REQ TYPE: DispositionSUBMIT DATE: 1/6/2026COUNCIL: 1/6/2026REQUESTING DEPARTMENT: FireCONTACT: Robert BorderDESCRIPTION OF ASSET: 2003 Pierce 105' HDSERIAL/VIN #: 4P1CT02H43A003058 Tag #: \_\_\_\_\_

\* Attach copies with information if multiple items.

**ACQUISITION:** \_\_\_\_\_

GL ACCNT #: \_\_\_\_\_

PROJECT #: \_\_\_\_\_

\*If applicable

VENDOR: \_\_\_\_\_

SOURCE: \_\_\_\_\_

QUANTITY: 1 PRICE: \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_

\*Per Unit

USEFUL LIFE: 5.00 YEARS PO #: \_\_\_\_\_ RECEIVED DATE: \_\_\_\_\_VEHICLES: City Clerk - Title (Original); HR - Insurance Card; Finance - Registration (Copy); Purchasing - Fuel FOBNOTE: All purchases related to this asset should be charged to the same GL Account.**DISPOSITION:** OtherIf Other: TradeAPPROVAL: \_\_\_\_\_ APPROVED DATE: 1/6/2026COMPANY: Ten-8 Fire DISPOSAL DATE: 1/7/2026REASON: Trade in for new Tower 14ALSO: Verify Asset #'s with Finance, Attach List if Multiple Items**TRANSFER:**

FROM DEPT: \_\_\_\_\_ TO DEPT: \_\_\_\_\_ DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

\* Purchasing will need to transfer Gas FOB if asset is a vehicle

**FINANCE:**

POST DATE: \_\_\_\_\_ TYPE: \_\_\_\_\_ CATEGORY: \_\_\_\_\_

COUNCIL: \_\_\_\_\_ SUB TYPE: \_\_\_\_\_



**BRINDLEE MOUNTAIN FIRE APPARATUS**  
15410 Hwy, Union Grove, AL 35175 - (256) 776-7786

### **PURCHASE OFFER**

Reference: 2003 Pierce Dash 105' Quint from Sebring Fire Department - FL (the "Apparatus")  
Date Quoted: 10/24/2025

Tony Autorino,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC ("BMFA") the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer Ten-8 Fire & Safety LLC. - FL ("Seller") \$38,850 for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 11/07/2025. **Seller must communicate acceptance of this offer to BMFA via email or otherwise in writing on or before 11/07/2025.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

Seller shall release the Apparatus to BMFA on or before 02/01/2026. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.;The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

Seller shall provide a pump test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.

Seller shall provide an aerial test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA.

The quote is contingent on the Seller providing NDT or ultrasound results confirming that any rusted frame and/or structural components meet OEM specifications. If such documentation is not provided, the quote will be considered invalid.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, flood, and material rust or delamination on frame rails or structural components) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to

the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO") of the Apparatus reflecting the Seller as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

The apparatus must be completely drained of water and foam prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller. Any foam agent left on the apparatus will be properly removed and disposed of according to current safety and environmental standards at the expense of the seller.

BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.

This offer shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.



Accept & Sign

Seller

Signature:  Tony Autarina

Date: 02-Nov-2025

Brindlee Mountain Fire Apparatus

Signature:  Josh Schreiber

Date: 24-Oct-2025

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Kim Piesik

AGENDA ITEM#: 8 H – Waiver of Civic Center Fees Request

BACKGROUND: Attached please find correspondence and Civic Center Rental Agreement from Kim Piesik, President of the Sebring Historical Society. The Sebring Historical Society is requesting use of the Civic Center and waiver of fees on January 29, 2026 and March 26, 2026 for a Presentation: Barefoot Mailman & Florida Post Office Mural by Dr. Keri Watson.

The Sebring Historical Society is a 501(C) organization.

REQUESTED MOTION: Approve waiver of fees request for rental of the Civic Center as requested.

COUNCIL ACTION:

\_\_\_\_ APPROVED

\_\_\_\_ DENIED

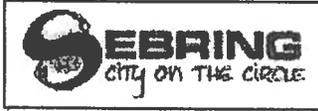
\_\_\_\_ TABLED TO: \_\_\_\_\_

\_\_\_\_ OTHER

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

Bishop \_\_\_\_ Carlisle \_\_\_\_ Havery \_\_\_\_ Kogelschatz \_\_\_\_ Stewart \_\_\_\_

JACK STROUP CIVIC CENTER  
355 W CENTER AVE  
SEBRING FL 33870



Sebring City Hall  
368 S Commerce Ave  
Sebring FL 33870  
863-471-5100 Ph/863-471-5142 Fax

FACILITY RENTAL AGREEMENT

Date of Application: 12/23/25

Application Received by: \_\_\_\_\_

Name of Individual/Organization Responsible for Rental Agreement*	
<u>Kim Plesik</u>	
Organization Name (if applicable)	
<u>Sebring Historical Society</u>	
Street address, City, State, Zip:	
<u>321 W center Ave, Sebring</u>	
Contact Phone Number:	Email:
<u>313-920-2344</u>	<u>info@sebringhistorical society.org</u>
Individual must be 21 years of age and the person executing this Agreement. Must present Photo ID Address on Agreement and Photo ID must be the same.	

Date of Event: <u>1/29/26 &amp; 3/26/26</u>	City Resident/Business: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Microphone Needed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Type of Event: <u>Presentation of Barefoot mailman Florida Postoffice murals by Dr. Kerri Watson</u>		

WEEKDAY RENTAL RATE - 8:00 AM TO 5:00 PM (MONDAY THROUGH FRIDAY)

	Flat Rate:	Total:
City Resident	\$150.00	
Non-City Resident	\$200.00	
After 5:00PM there will be an additional \$35 (inside city limits)/\$50 (outside city limits) per hour fee	Number of additional hours requested:	
Deposit (\$250.00 For Resident/\$300.00 For Non-Resident)		
Total Due:		

WEEKEND RENTAL RATE - 8:00 AM TO MIDNIGHT (SATURDAY - SUNDAY)

	Flat Rate:	Total:
City Resident	\$1,000.00	
Non-City Resident	\$1,250.00	
If the renter wishes to reserve the Civic Center the day prior and/or the day after the scheduled event for the purpose of decorating, etc, the rental rate would be \$200.00 per day plus tax for these purposes only		
Deposit (\$600.00 For Resident/\$700.00 for Non-Resident)		
Total Due:		

1. What in the world? How Walt created Disney World by Gary McKechnie

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SEBRING FL 33870



Sebring City Hall  
368 S Commerce Ave  
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**FACILITY RENTAL AGREEMENT**

Approximately 14 working days are required for processing of the rental deposit refund. Refunds will be sent to the individual/organization that is responsible for the Rental Agreement.

\*\*Is your organization exempt from Florida Sales Tax? Yes  No  If yes, please attach a copy of your DR-14 tax exemption form. \*\*\*Government Entity using facility for a government purpose = No Charge \*\*\*\* Deposit Fees may be waived for frequent users.

<b>Official Use Only</b>	Amount Paid: _____	Paid by: Check _____	Credit Card _____	Cash _____
Receipt No: _____	Payment Received By: _____	Verified By: _____		
Amount to be Refunded: _____	Authorized By: _____	Date: _____		

I have received a copy of the rules for use of the Jack Stroup Civic Center (page 4 of this agreement) and will abide by those rules. It is understood and agreed that the Responsible Party, upon execution of this agreement, assumes all liability for destruction of property, injury to person or property during the period of the use of the facility, and that all rules are followed. The Responsible Party further agrees, by the execution of this agreement, to defend any suits or causes of action brought against the City and to hold the City harmless for any causes of action of its acts or omission arising out of the use of the premises. Also, Responsible Party agrees to pay the City of Sebring for any additional overtime charges that are incurred because of your event.

12/23/2025  
Date

*Kim Piesik*  
Signature of Responsible Party

Kim PIESIK  
Printed Name of Responsible Party

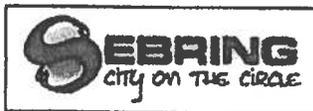
**Keys/Microphone Pick-Up**  
Keys picked up on \_\_\_\_\_ by \_\_\_\_\_

Microphone picked up on \_\_\_\_\_ by \_\_\_\_\_

**Keys/Microphone Returned**  
Keys returned on \_\_\_\_\_ by \_\_\_\_\_

Microphone returned on \_\_\_\_\_ by \_\_\_\_\_

JACK STROUP CIVIC CENTER  
355 W CENTER AVE  
SEBRING FL 33870



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368 S Commerce Ave  
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### ROOM SET UP FORM

(This form must be submitted to City Hall 2 weeks prior to the event)

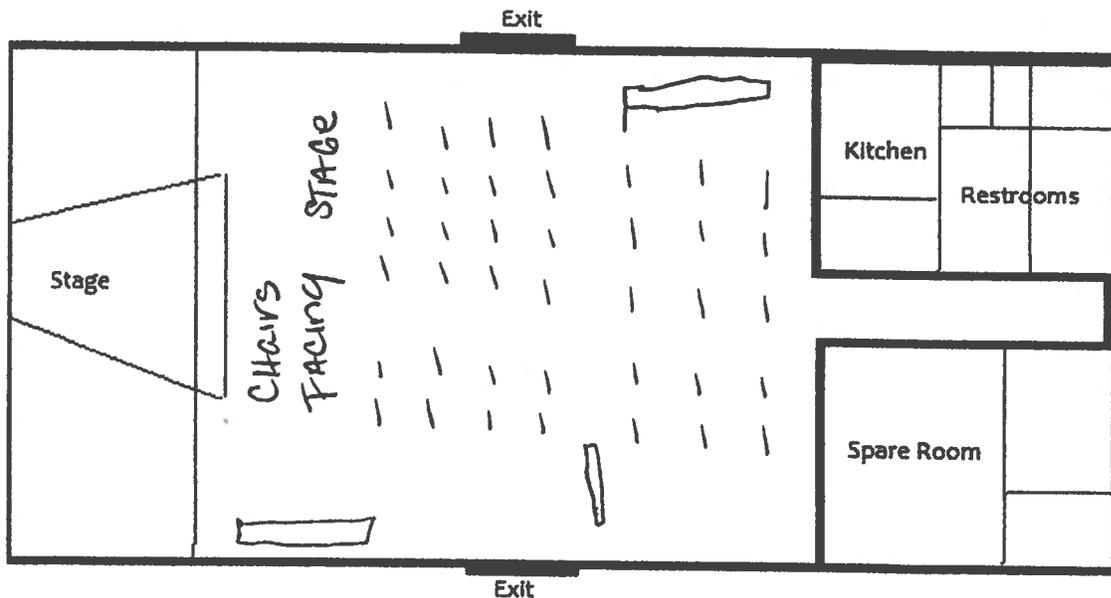
Please use the diagram below to show the requested placement of the tables and chairs.

Name of Organization/Responsible Party: Sebring Historical Society / Kim Piesik

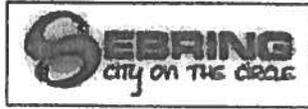
Date of Event: 1/29/26 Type of Function: Presentation / Lecture

Number of People Attending: 100

Tables: Long: 3 (amount) Round: \_\_\_\_\_ (amount) Chairs: \_\_\_\_\_ (amount)



JACK STROUP CIVIC CENTER  
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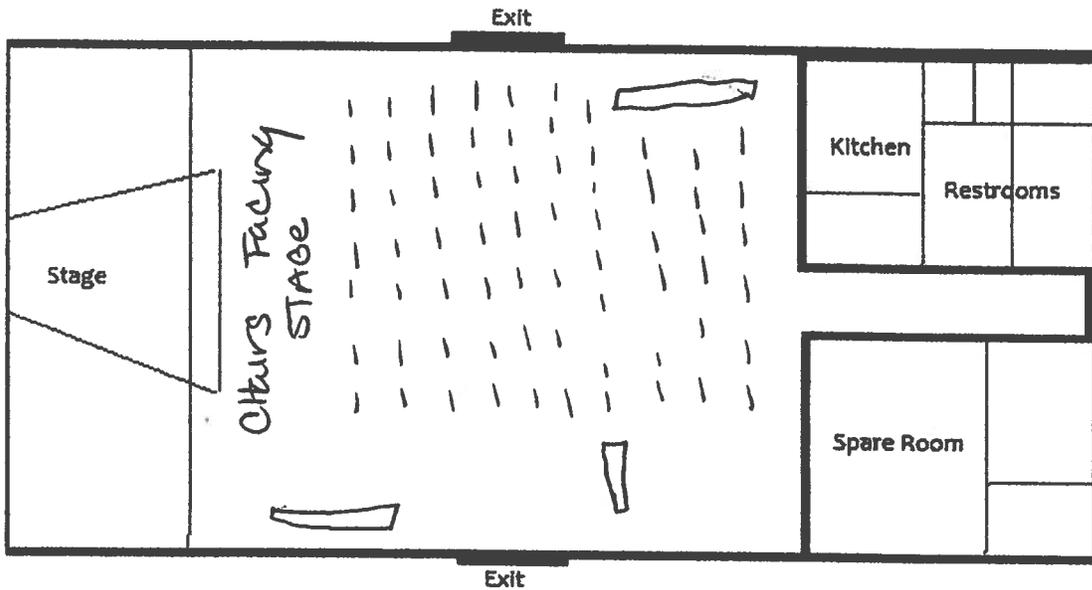
Sebring City Hall  
368 S Commerce Ave  
Sebring FL 33870  
863-471-5100 Ph/863-471-5142 Fax

### ROOM SET UP FORM

(This form must be submitted to City Hall 2 weeks prior to the event)

Please use the diagram below to show the requested placement of the tables and chairs.

Name of Organization/Responsible Party: Sebring Historical Society / Kim Probst  
Date of Event: 3/26/26 Type of Function: Presentation / Lecture  
Number of People Attending: 100  
Tables: Long: 3 (amount) Round: \_\_\_\_\_ (amount) Chairs: \_\_\_\_\_ (amount)



## Renee Brady

---

**From:** Sebring Historical Society <info@sebringhistoricalsociety.org>  
**Sent:** Tuesday, December 23, 2025 12:56 PM  
**To:** Robin Ballard; Scott Noethlich; Renee Brady  
**Subject:** Facility Rental Agreement Request  
**Attachments:** 2025-12-23\_Facility Rental Agreement.pdf

Good afternoon,

With the attached application, the Sebring Historical Society requests waiver of fees to use the Jack Stroup Civic Center for events to take place on January 29, 2026 and March 26, 2026.

Best regards,

April Gardiner

### **SEBRING HISTORICAL SOCIETY**

321 West Center Avenue  
Sebring Florida 33870-3109

**PHONE** – 863.471.2522

**E-M** – [info@sebringhistoricalsociety.org](mailto:info@sebringhistoricalsociety.org)

**WEB** – <https://www.sebringhistoricalsociety.com>

**FACEBOOK** – <https://www.facebook.com/sebringhistory>

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Noethlich

AGENDA ITEM#: 8 I – Annual Pro Watercross Event

BACKGROUND: Please find attached a Special Event Application from Shawn Dudek (Attachment A) for the utilization of Veteran’s Beach Park, boat ramp, adjacent City parcel to south of host ramp and the City parcels across Lakeview for a jet ski race event on Lake Jackson. The event will be a three-day event beginning April 24<sup>th</sup>. The jet ski races will occur off the shoreline of the park and will run in a parallel rectangular shape (600’x400’) to the park, so that the races will be viewable by the public.

The organizer is requesting the following:

- Use of the above facilities from Thursday, April 23<sup>th</sup> – Sunday, April 26<sup>th</sup>, 2025. (Attachment B)
- Closure of the boat ramp for Friday, April 24<sup>th</sup> through Sunday, April 26<sup>th</sup> during the race activities
- Variance from City Code of Ordinances Section 25-2 as it relates to watercraft operation and distances from shore and the Veterans Beach boat ramp
- Event organizer is requesting a waiver of fees for City Services

REQUESTED MOTION: Approve event as presented conditioned upon providing Liability Insurance of at least \$ 1 million dollars and naming the City as additional insured.

COUNCIL ACTION:

\_\_\_\_ APPROVED

\_\_\_\_ DENIED

\_\_\_\_ TABLED TO: \_\_\_\_\_

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_

\_\_\_\_ OTHER

# **ATTACHMENT A**

# PRO WATERCROSS

## VETERAN'S PARK & BOAT RAMP, SEBRING, FLORIDA

SETUP DATE: THURSDAY, APRIL 23, 2026

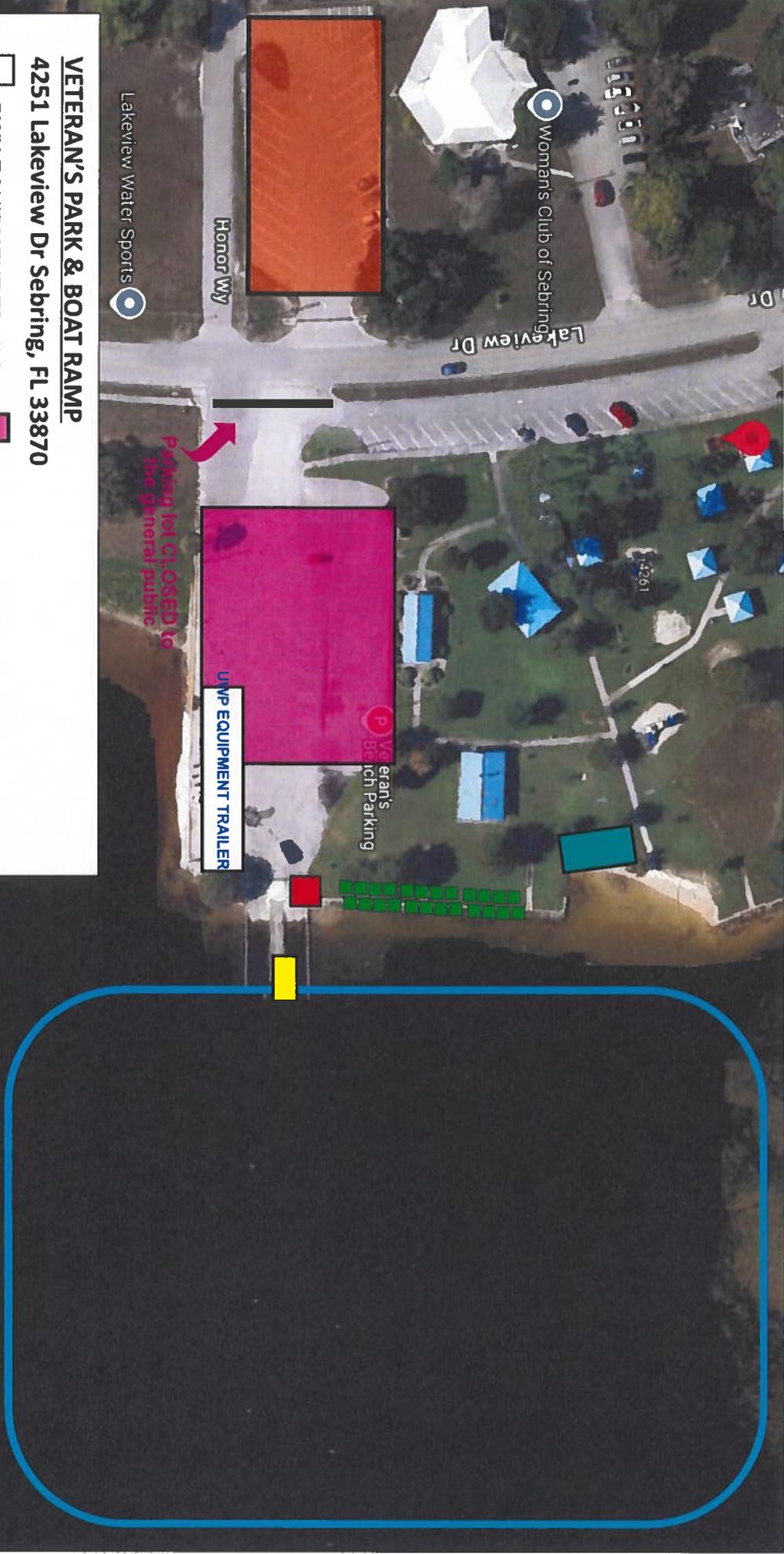
EVENT DATE: APRIL 24-26, 2026

PRACTICE FRIDAY, RACING SATURDAY & SUNDAY

**CONTACT:**

SHAWN DUDEK: 603-387-1859

NOLIMITSSHAWN@GMAIL.COM



**VETERAN'S PARK & BOAT RAMP**  
4251 Lakeview Dr Sebring, FL 33870

**City of Sebring  
Special Event Application**

Section 01 - Organization Information			
Name of Organization <b>Pro Watercross</b>			
Street Address <b>384 White Oak Rd</b>	City <b>Lacoma</b>	State <b>NH</b>	Zip Code <b>03246</b>
Telephone Number <b>603-387-1859</b>	Fax Number	Are you a 501(C)3 or other non-profit Organization? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, Corporate Name:
Person in Charge / Contact Person <b>Shawn Dudek</b>		Affiliation	
Street Address <b>Same</b>	City <b>Same</b>	State	Zip Code
Email Address <b>holimits@shawndudek.com</b>	Telephone Number <b>603-387-1859</b>	Mobile Phone Number <b>Same</b>	Phone Number on Day of Event: <b>Same</b>

Section 02 - Event Information			
Name of Event <b>USA Watercross National tour</b>		Event Repetition <input type="checkbox"/> Monthly <input type="checkbox"/> Annual <input type="checkbox"/> Other:	Date(s) of Event (mm/dd/year) <b>April 23-26</b>
Rain Date (if applicable) <b>None</b>	Multi-day? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, how many? <b>3 days</b>	Starting Time of Event <b>Friday 24th 12-5</b>	Ending Time of Event <b>Sunday 26th 5pm</b>
Desired Location of the event: You must include an overview map that outlines the location and layout of your event. <b>Veterans Park Attached</b>			
General description of the event: <b>Closed course jetski racing sat + Sunday with practice on Friday and Setup on Thursday</b>			
Event Participation - Anticipated Number of: Participants: <b>85-140</b> Spectators: <b>100-200</b> Vendors: <b>None yet with vehicles: 50-75</b>			

Event Questionnaire - Please answer EACH question so that we may adequately assist you with planning for your event.	
Issue	Special Events Coordinator Action
Do you need any streets or roadways closed for the event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", permission will be needed to close roadways. State Road closures (US 27, SR 17, etc.) require DOT approval. County and local roads require City Council or County Commission approval.
Do you need any parking restrictions enacted for the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If "yes", permission to close city parking lots and public parking spaces must be granted by the city council
Will you be using a city park to hold your event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Facility availability must be verified and City Council approval may be required.
Is the event considered "high-risk"? (e.g. sea-plane fly-in, boat races, water-related athletic event, balloon fest, etc.) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If "yes", safety aspects of the special event need to be coordinated with public safety entities.
Will there be any special demonstrations at the event? (i.e. stunt shows, driving exhibitions, burnout contests, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", safety aspects of the special event need to be coordinated with public safety entities.
Does the event pose any special concern for public safety due to the presence of hazardous materials, chemicals or other conditions? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", safety aspects of the special event need to be coordinated with public safety entities.
Will there be any fireworks or pyrotechnics? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", the vendor must be licensed and the safety aspects of the special event need to be coordinated with public safety entities.
Will you be selling, serving or distributing alcohol at the event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", the event needs to be licensed through the Division of Alcoholic Beverages and Tobacco (DABT). Licensure information can be obtained at (850) 488-8284.
Will people be allowed to consume alcohol while at your event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", in addition to an alcohol license, an "alcohol variance" may have to be granted by the Sebring City Council.
Will food vendors be cooking or serving food at the event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", provide the event coordinator with a copy of DBPR Form HR 5030-034 which outlines food vendor notification and licensure requirements.
Will there be a band, DJ or other music/entertainment at the event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", a variance for the city's "Noise Ordinance" might be necessary. This should be requested through the Sebring City Council.
Does your event necessitate the use or setup of any temporary structures such as tents, canopies, buildings, stages, etc.? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If "yes", permits may be necessary and these structures may have to be inspected
Will your event utilize the City Stage? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", rental may be arranged through the City of Sebring.
Do you want to display or hang any banners or signs above the roadway in reference to your event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", then approval may be necessary. For banners on state roads, a DOT Banner Request must be completed and approved.
Is the event "animal related" (animal rides, rodeos, zoos, races, etc.)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", ensure that safe and appropriate animal handling measures have been put in place.

\*\*\* Local road closures require application submittal **30** days prior to event\*\*\*

\*\*\* State road closures require application **45** days prior to event \*\*\*

\*Return Hold Harmless Agreement

**Indemnification/Hold Harmless Agreement**

Applicant hereby agrees to indemnify and hold the City of Sebring ("City") harmless from any and all damages, loss or liability occurring by reason if any injury to any person or damage to property which may occur as a result of the special event by Applicant or its officers, agents, representatives, guests, employees, invitees, or persons contracting with any of them or by an act or omission, neglect, or wrongdoing of Applicant or its officers, agents, representatives, guests, employees, invitees, or persons contracting with any of them and Applicant will, at its own cost and expense, defend and protect the City against any and all claims or demands which may be claimed to have arisen as a result of or in connection with the special event by Applicant or its officers, agents, representatives, guests, employees, invitees, or persons contracting with any of them or by an act or omission, neglect, or wrongdoing of Applicant or its officers, employees, agents, representatives, guests, invitees, or persons contracting with any of them. Applicant does hereby remise, release, satisfy, quit claim and forever discharge the City from any and all actions, claims and demands that it ever had, now has, or may have against the City as a result of the special event by Applicant or its officers, employees, agents, representatives, guests, invitees, or persons contracting with any of them.

If required by City Council, Applicant agrees to maintain liability insurance for the event in an amount of at least \$1,000,000 combined single limit coverage of Bodily Injury and Property Damage. Applicant will have the City named as an additional insured on Applicant's liability policy and will provide a current Certificate of Insurance prior to the event as evidence of Applicant's compliance.

In any action brought for the enforcement of the terms of this agreement through the courts, the City shall be entitled to recover reasonable attorney's fees, paralegal fees, court and other costs, to and including appeal from Applicant.

Shawn Dudek  
Printed Name

owner-operator  
Relationship to Event Organization

  
Signature

12/11/25  
Date

\_\_\_\_\_  
Witness

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

**MEETING DATE:** January 6, 2026

**PRESENTER:** Stewart/Swaine/ Paleske-Bush

**AGENDA ITEM#:** 10 A - **Public Hearing and Ordinance #1561.** An applicant-initiated request to change the Future Land Use designation on approximately +/-92.4 acres located north of Beacon Avenue and south of Little Red Water Lake (parcels S-12-34-28-A00-0110-0000; and S-07-34-29-A00-0100-0000 ) from County Medium Density Residential to City Medium Density Residential for residential development; located at 2650 Beacon Avenue, Sebring, Florida

**BACKGROUND:**

- I. Introduction of Ordinance #1561..... **Swaine**
- II. **Purpose of Public Hearing:** ..... **Stewart**  
To receive public input on a the Future Land Use amendment on approximately +/-92.4 acres located north of Beacon Avenue and south of Little Red Water Lake (parcels S-12-34-28-A00-0110-0000; and S-07-34-29-A00-0100-0000 ) from County Medium Density Residential to City Medium Density Residential
- III. **CFRPC Staff Report**..... **Stefanie von Paleske-Bush**
  - This is an applicant-initiated amendment to the Future Land Use map from County Medium Density Residential to City Medium Density Residential.
  - The Planning and Zoning Board held a public hearing on December 9, 2025 and voted to recommend approval to the City Council.
  - The City Council approved Ordinance #1561 on 1<sup>st</sup> reading at the December 16, 2025 meeting.
- IV. **Public comments/input/questions**..... **Stewart**
- V. **Adjourn public hearing**..... **Stewart**
- VI. **Council’s questions/comments**..... **Stewart**

- Attachment 1** – CFRPC Staff Report
- Attachment 2** – Ordinance #1561
- Attachment 3** – Notice of Ad

**REQUESTED MOTION:** Approve Ordinance #1561 on second and final reading as presented.

**COUNCIL ACTION:**

APPROVED                      Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
 DENIED                              Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_  
 TABLED TO: \_\_\_\_\_ OTHER

# **ATTACHMENT 1**



**CITY OF SEBRING  
FUTURE LAND USE AMENDMENT  
STAFF REPORT  
January 6, 2026**

---

**TO:** CITY OF SEBRING CITY COUNCIL

**FROM:** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**SUBJECT:** **ORDINANCE 1561: AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-92.4. ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000; FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR).**

**AGENDA & HEARING DATES:**

Planning & Zoning Board Meeting: December 9, 2025; 5:30 PM (Public Hearing)  
City Council Meeting: December 16, 2025 5:30 PM (Public Hearing, First Reading)  
**City Council Meeting: January 6, 2026; 5:30 PM (Public Hearing, Second Reading)**

**Attachments**

Aerial Photo | Location Map | Future Land Use Map - Existing | Future Land Use Map - Proposed | Master Site Plan | Highlands County Resolution No. 19-20-102

**PLANNING AND ZONING BOARD ACTION:**

On December 9 2025, the Planning and Zoning Board **voted unanimously** to forward the proposed **rezoning** to the City Council with a **recommendation of approval**.

**CITY COUNCIL ACTION:**

On December 16, 2025, the City Council **voted to approve** Ordinance 1561 on First Reading.

**CITY COUNCIL MOTION OPTIONS (SECOND READING):**

1. I move the City Council **approve Ordinance 1561 on Second Reading**.
2. I move the City Council **approve Ordinance 1561 on Second Reading with changes**.

**Overview:**

REZONING AMENDMENT	
Owner	CRF – Sebring MHP, LLC and CRF Sebring RV, LLC
Property Size	Total of ± 92.4 acres
Property Address	2650 Beacon Avenue
Parcel IDs	S-12-34-28-A00-0110-0000; and S-07-34-29-A00-0100-0000
Future Land Use - Existing	County Medium Density Residential (RM)
Future Land Use - Proposed	City Medium Density Residential (MDR)
Zoning - Existing:	County M-2 Flexible Unit Development
Zoning – Proposed:	City Planned Development (PD) See Companion Zoning Designation Change (Ordinance 1562)

**BACKGROUND AND REASON FOR REQUEST:**

Phases I and II of Waterside Mobile Home Park (MHP) and Recreational Vehicle (RV) Park were annexed by the City of Sebring and now require the assignment of Future Land Use and zoning designations. Phase I consists of a mostly developed mobile home park. Phase II contains an RV park. Highlands County previously approved Phases I and II for a combined total of 451 units with a minimum lot size of 2,400 square feet. Phases I and II have been constructed consistent with County approvals.

**COMPREHENSIVE PLAN COMPATIBILITY:**

The request is to change the Future Land Use is consistent with the proposed zone change (Ordinance 1562). The existing and proposed Future Land Use descriptions follow.

**COMPREHENSIVE PLAN COMPATIBILITY:**

The request is to change the Future Land Use from County Medium Density Residential (RM) to City Medium Density Residential (MDR). Descriptions for both the existing and proposed and Future Land Use designations are provided as follows:

**Existing Future Land Use:**

**Highlands County Comprehensive Plan Future Land Use Element, Policy 1.2.D.3**

**Medium Density Residential: (abbreviation = RM):**

The development pattern for this residential category begins with the traditional development density for single-family lots on unincorporated properties in the County. Generally subdivided into quarter-acre lots, which established the starting density, this land use category constituted the primary residential environment for County residents comprising both site-built and mobile homes. Historic development patterns for this land use category favor commuter linkages from satellite subdivisions around municipalities and along arterial corridors. Housing service ranges from single-family detached neighborhoods to attached housing complexes, such as duplexes, which offer both ownership and rental opportunities. Vacant infill properties are prime candidates for this land use category.

Future projects should emphasize a traditional preference for privacy, visual amenity, and low-profile development: one- and two-story construction, ample separation between buildings, off-street parking, landscape treatments, etc. The upper end of this density

range, which includes the Mobile Home Park (max. 8 du/ac), may be achieved where existing infrastructure and paved roads exist to serve the development site or whenever special taxing districts are created to provide such infrastructure.

- a. Starting Density: 4.00 units per acre.
- b. Maximum Density: 8.00 units per acre
- c. Additional Allowable Uses: Public schools (Elementary, Middle, & High); collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.
- d. Permitted Supporting Uses: include potable water and wastewater treatment plants.
- e. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

### **Proposed Future Land Use:**

#### **City of Sebring Comprehensive Plan Future Land Use Element, Policy, 1.1.E**

**Medium Density Residential (MDR):** 5 up to 12 dwellings per acre and a maximum impervious surface ratio of 0.70 with a maximum building height of 50 feet. This classification is mainly for single family development and multi-family development up to 12 dwelling units per acre and other types of residential structures, such as group homes for elderly care as part of multi-use, master planned community, a planned development, or mixed-use development approved by the City Council. Club houses and supporting accessory uses and structures are allowed up to 5 % of the area and shall not exceed the maximum impervious surface ratio of 0.70. Public and utility uses are allowed as accessory to the permitted uses in the category.

### **Public Facilities and Services Analysis:**

The following is a summary analysis of the potential impacts on existing public facilities and services.

#### **Potable Water and Wastewater**

City potable water is available and has already been constructed and completed.

#### **Solid Waste:**

The City serves the existing property, and all offsite improvements have been completed.

**Transportation/Traffic:**

The property has access to the surrounding road network, and a traffic study was completed at the time it was approved by Highlands County.

**Public School Concurrency:**

Both Phases are 55 and older communities and therefore public school concurrency is not required.

**Recreation/Open Space:**

Recreation and open space requirements were met at the time of construction approval by Highlands County.

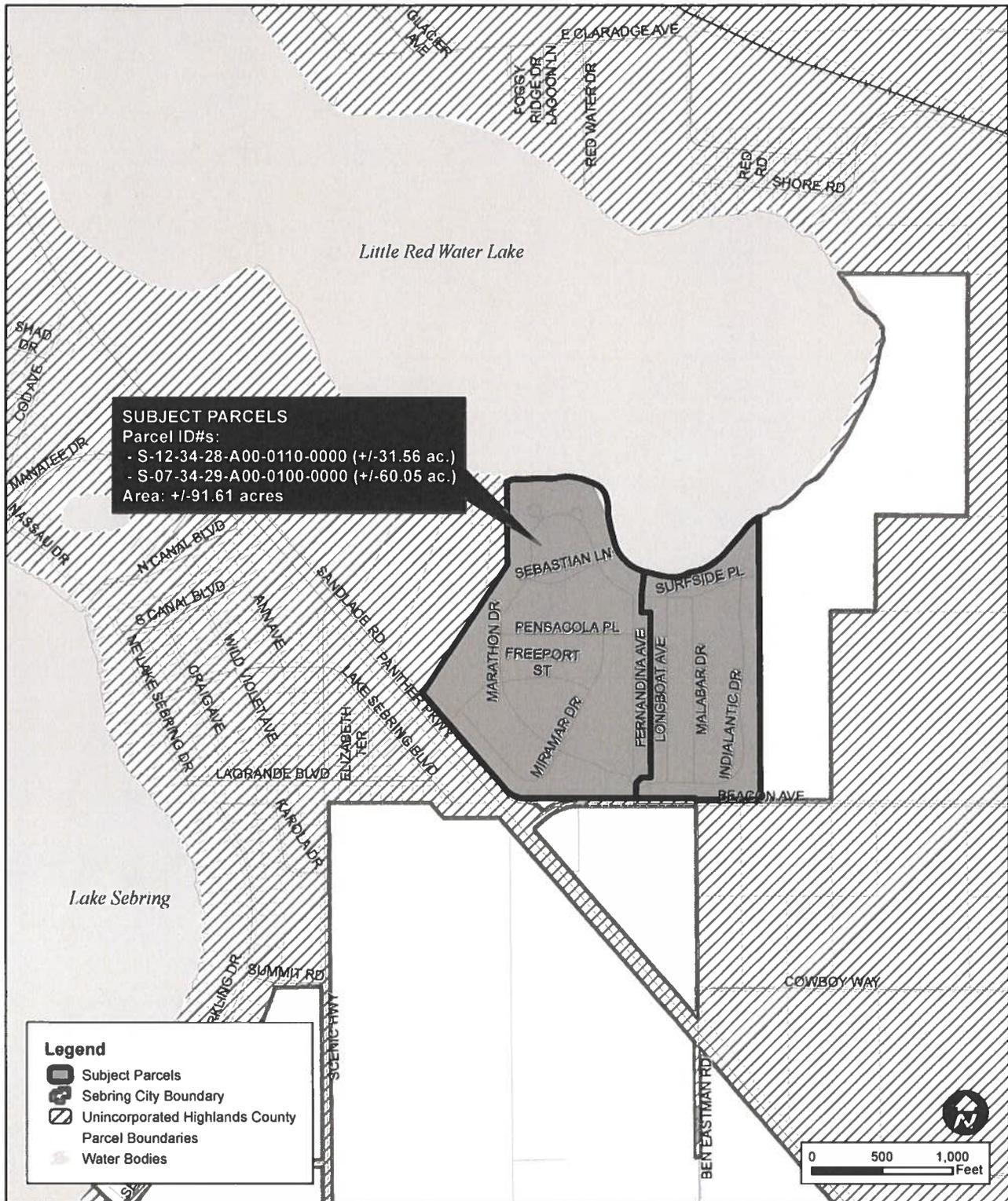
**Findings of Fact**

- The request is for an applicant-initiated Future Land Use Map Amendment to recognize the approved development under City Future Land Use following property annexation into the City
- Phases I and II comprise +/- 92.46 acres
- All infrastructure for Phases I and II is constructed
- Phases I and II are approved for 451 units and a minimum lot size of 2,400 square feet.
- The site is located along the shores of Little Redwater Lake
- Water and sewer services are provided by the City of Sebring
- Water and sewer lines were constructed at the time of development approval by Highlands County

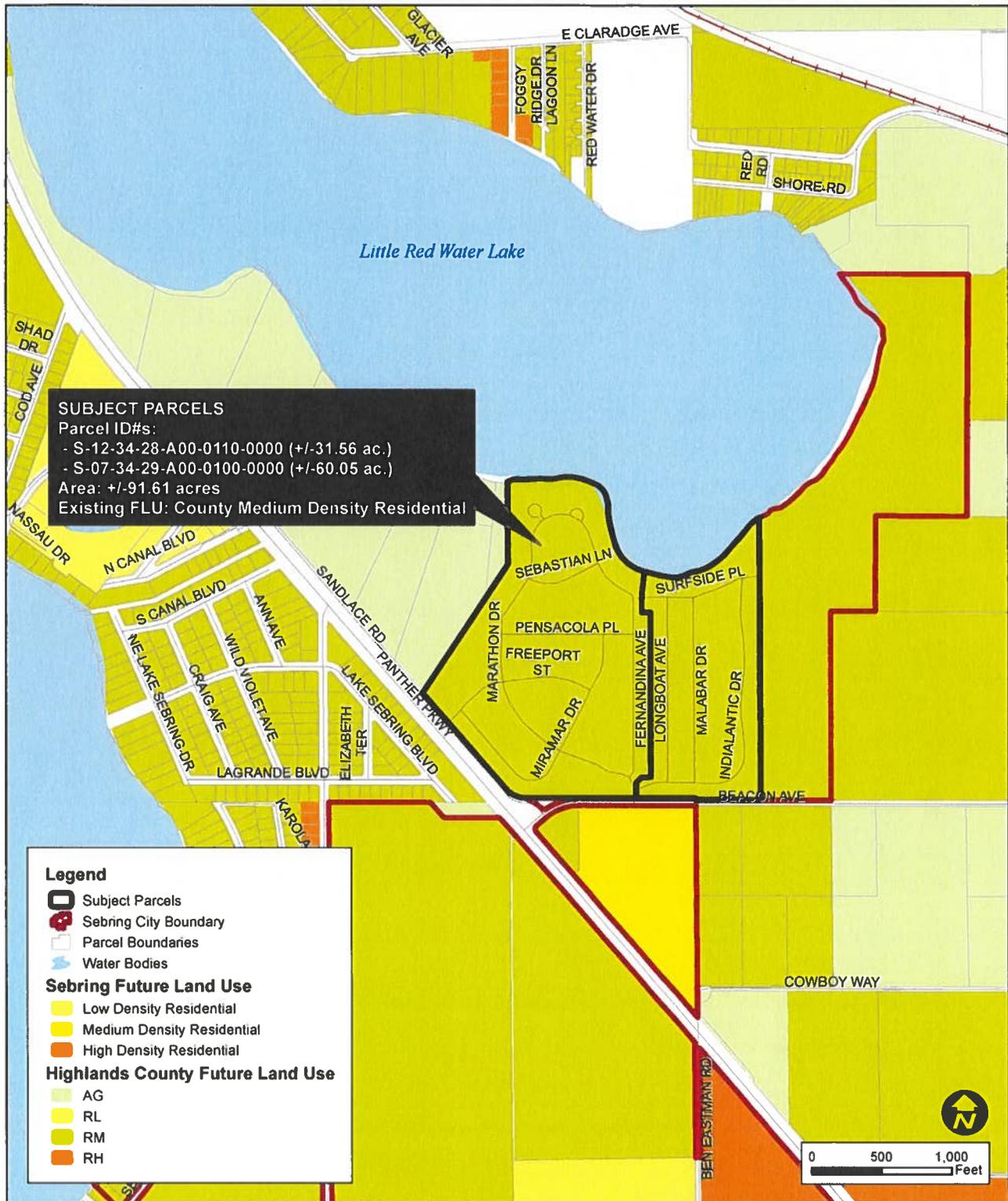
**COMPREHENSIVE PLAN COMPATIBILITY AND ZONING COMPATIBILITY:**

The proposed request is consistent with the Future Land Use and proposed Zoning.

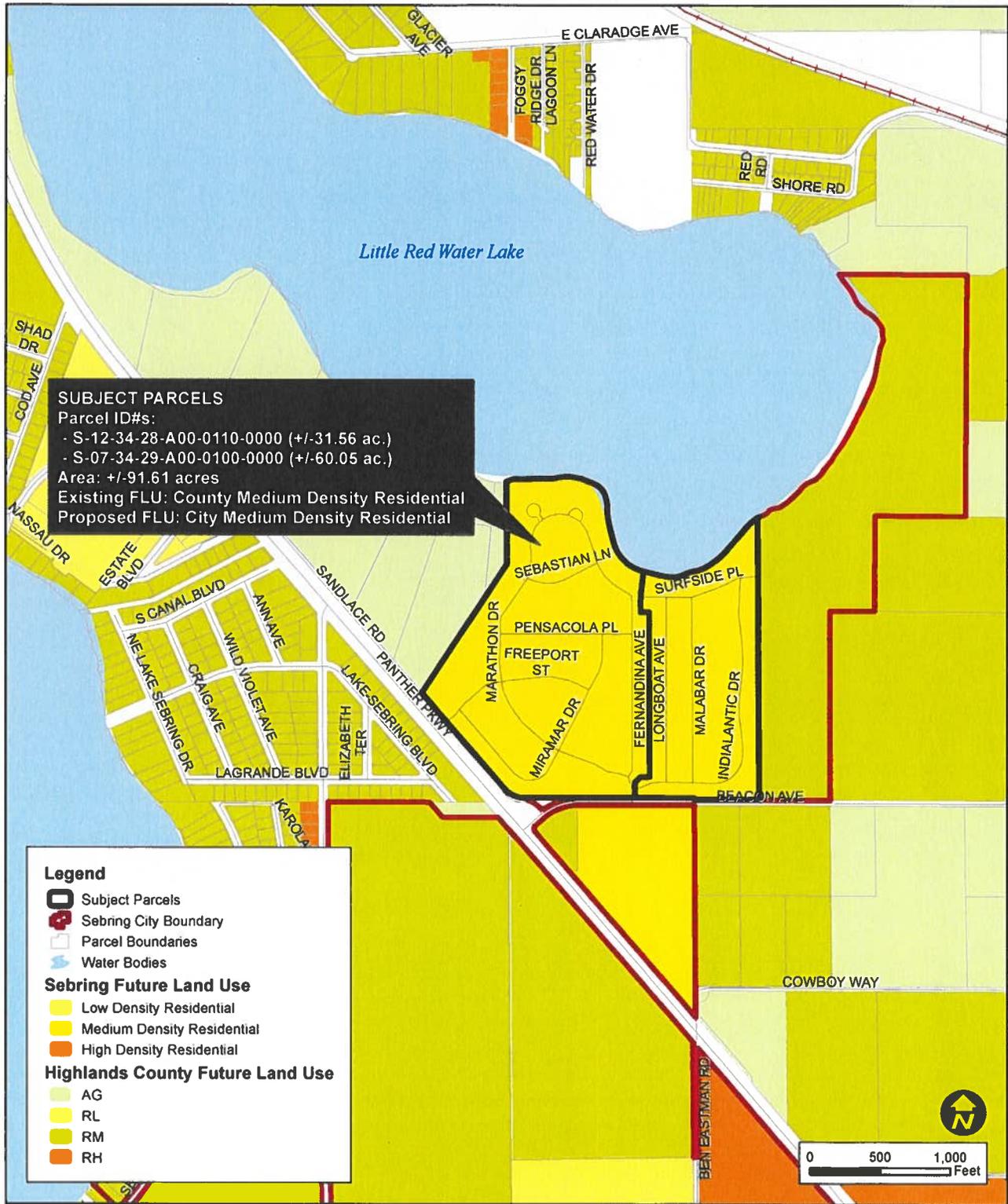
# City of Sebring Location



# City of Sebring Future Land Use Map - Existing



# City of Sebring Future Land Use Map - Proposed





County Resolution approving County Future Land Use

**RESOLUTION NO. 19-20- 102**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING ATLAS OF HIGHLANDS COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Highlands County, Florida (hereinafter referred to as the "Board") was regularly assembled on the 16th day of June, 2020; and

**WHEREAS**, the Board was advised that a change to an existing zoning classification is needed to meet the needs of Highlands County, Florida (hereinafter referred to as the "County") for land areas for specific purposes to serve population and economic activities; and

**WHEREAS**, the Board finds that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that "The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector"; and

**WHEREAS**, the Board finds that the proposed zoning change is consistent with the goals, objectives, and policies of the adopted Highlands County 2030 Comprehensive Plan (hereinafter referred to as the "Plan"); and

**WHEREAS**, the Board finds that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed changes to the Zoning Atlas; and

**WHEREAS**, the Board finds that the proposed zoning change is not required to obtain Historical and Archaeological clearance pursuant to FLU Policy 7.1 and the Land Development Regulation's (hereinafter referred to as the "LDRs") delineated in NRE Policy 1.3 of the Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the property; and

**WHEREAS**, the Board finds that the proposed zoning change has been approved subject to the condition that, at the time of development, the Applicant Owner of the properties described below shall undergo the development review process, and the properties described below shall be subject to submission of a traffic study and other additional requirements imposed during the development review process; and

**WHEREAS**, the Board requires that if the proposed zoning change is approved, all future developmental actions for the property shall be made to conform to applicable Plan policies and to LDRs in effect at the time the development order becomes effective as provided by law.

P&Z 2053

**NOW, THEREFORE BE IT RESOLVED**, by the Board, after public hearing and comment that:

**SECTION 1. AMENDMENT AND ADOPTION.** The official zoning atlas of the County, is amended and adopted by changing the zoning designation from Agricultural District (AU) to Mobile Home Parks District (M-2) for the following described property:

A 71-acre tract in the Southeast corner of Section 12, north of road and triangular tract in the Northwest corner of the East ¼ Northeast of railroad less road right-of-way located in Section 13, Township 34 South, Range 28 East, and an irregular 78-acre tract in the Southwest corner of Section 7, Township 34 South, Range 29 East, Highlands County, Florida.

**SECTION 2. SEVERABILITY.** The sections, subsections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph, subsection or section of this Resolution 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, and sections of this Resolution.

**SECTION 3. CONFLICT.** Any Resolution or part thereof in conflict with this Resolution or any part hereof is hereby repealed to the extent of the conflict.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately after Highlands County Ordinance 19-20-16, adopting a large scale comprehensive plan amendment for the above described real property amending the Future Land Use Element and the Future Land Use Map of the Highlands County 2030 Comprehensive Plan, in CPA-20-570LS, becomes effective according to law.

**DONE AND ADOPTED** this 16th day of June, 2020.



Board of County Commissioners  
Highlands County, Florida

*William R. Handley*  
William R. Handley, Chairman

(SEAL)

ATTEST: *Robert W. Germaine*  
Robert W. Germaine, Clerk

## **ATTACHMENT 2**

**ORDINANCE 1561:**

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000; FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR), PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the subject property, owned by, CRF – Sebring MHP, LLC and CRF Sebring RV, LLC consists of approximately 92.46 acres and is the subject of this ordinance and represents amend to the Future Land Use Map by changing the Future Land Use designation from County Residential Medium (RM) to City Medium Density Residential (RM); and

**WHEREAS**, the property was annexed by the City of Sebring and requires the assignment of a City Future Land Use; and

**WHEREAS**, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the City; and

**WHEREAS**, on December 9, 2025, in accordance with Section 163.3174, Florida Statutes, and applicable law, the City’s Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting considered the Applicant’s request for a Future Land Use map amendment as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

**WHEREAS**, on December 9, 2025, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the City’s Planning and Zoning Board; and

**WHEREAS**, on December 9, 2025, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City’s Planning and Zoning Board voted to recommend approval of the Applicant’s request for the Future Land Use Map amendment as set forth in this Ordinance to the City Council; and

**WHEREAS**, as a result of this Ordinance being initiated by the Applicant (not the municipality), the City Council of the City of Sebring held duly noticed public hearings regarding the parcel shown on Exhibit “A” in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

**WHEREAS**, in exercise of its authority, the City Council of the City of Sebring has determined it necessary to amend the Official Future Land Use Map to amend the City Future Land Use designations assigned to this property.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEBRING, FLORIDA**, that:

**Section 1.** The official Future Land Use map of the City of Sebring is amended to change the Future Land Use designation from County Residential Medium (RM) to City Medium Density Residential (RM); and for the real properties shown in Exhibit "A" which is attached and made a part hereof.

**Section 2.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

**Section 3.** If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4.** Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

**Section 5.** This Ordinance shall not be codified in the Code of Ordinances of the City of Sebring, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Sebring. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 6.** The effective date of this ordinance shall be immediately upon passage on second reading.

**PASSED ON FIRST READING**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PASSED** at a regular meeting of the City Council of the City of Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest: \_\_\_\_\_  
Kathy Haley, City Clerk

\_\_\_\_\_  
Josh Stewart, President  
City Council, City of Sebring, Florida

This Ordinance was adopted after reading at two separate meetings after notice being properly published in a local newspaper and was duly passed on the \_\_\_\_ day of \_\_\_\_\_, 2026, and the same is hereby certified to the Mayor for his approval or disapproval.

**WITNESS** my hand and seal at Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida

The foregoing Ordinance was received by me this \_\_\_\_ day of \_\_\_\_\_, 2026, and by me approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

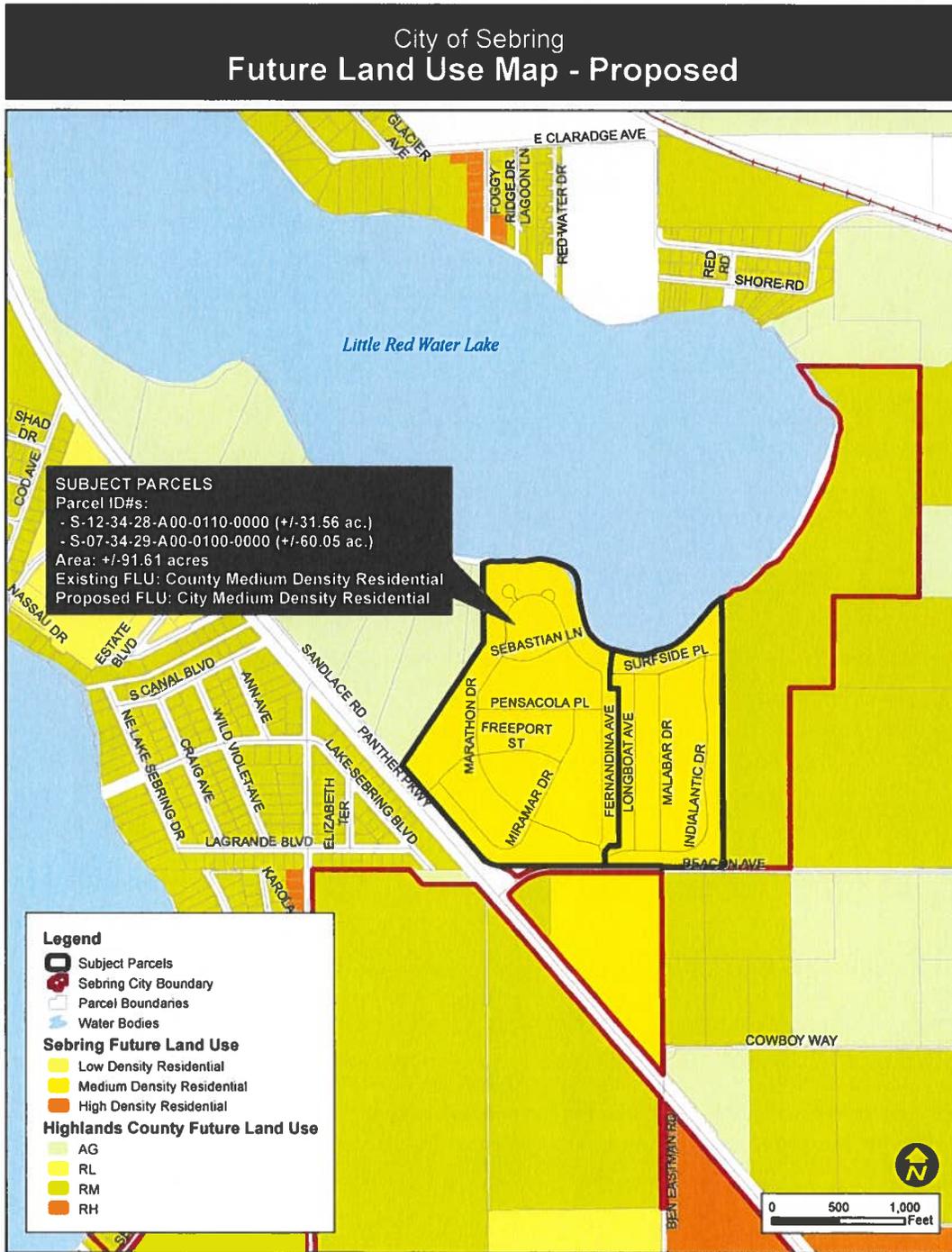
\_\_\_\_\_  
John C. Shoop, Mayor  
City of Sebring, Florida

**I, Kathy Haley**, City Clerk of the City of Sebring, Florida, hereby certify that a copy of the foregoing Ordinance was posted by me at the door of the City Hall on the \_\_\_\_ day of \_\_\_\_\_, 2026, and that same remained so posted until the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida

# ORDINANCE 1561 EXHIBIT "A" PROPOSED FUTURE LAND USE MAP

The site includes Parcels S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000.



## **ATTACHMENT 3**

## CITY OF SEBRING NOTICE OF PUBLIC HEARINGS

**YOU ARE HEREBY NOTIFIED** that **PUBLIC HEARINGS** will be held and ordinances will be considered in the Council Chambers, City Hall, 368 South Commerce Avenue, Sebring, Florida, as follows:

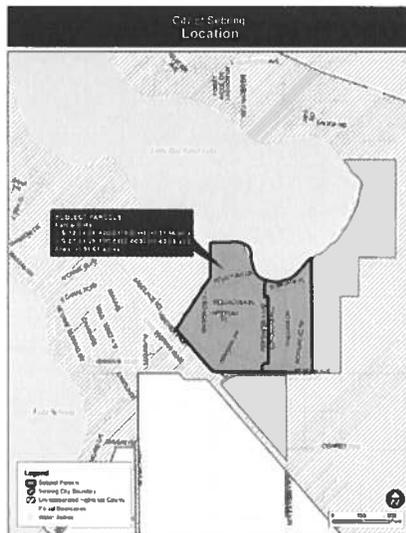
1. A public hearing before the City of Sebring Planning and Zoning Board and Local Planning Agency on **Tuesday, December 9, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible. Consideration will be given whether to recommend that City Council adopt **Ordinance Nos. 1561, 1562, 1563, 1564 and 1567**.
2. The First Reading will be held before the City Council on **Tuesday, December 16, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible to consider **Ordinance Nos. 1561, 1562, 1563, 1564, and 1567**.
3. The Second Reading (Adoption Public Hearing) for this amendment will be held by the City of Sebring City Council on **Tuesday, January 6, 2026** beginning at 5:30 PM or as soon thereafter as possible to consider adoption of **Ordinance Nos. 1561, 1562, 1563, 1564, and 1567**.

### ORDINANCE 1561:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000; FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR), PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

### AND ORDINANCE 1562:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000 FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**



### AND ORDINANCE 1563:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

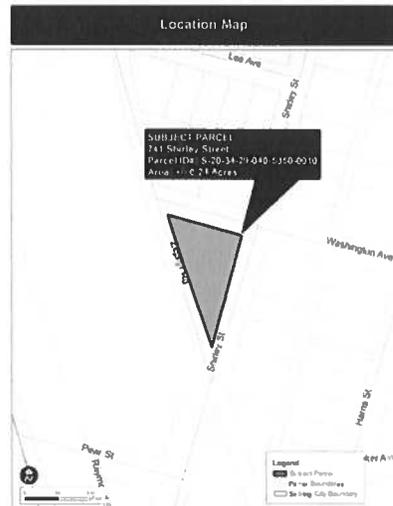
### AND ORDINANCE 1564:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**



### AND ORDINANCE 1567:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-0.24 ACRES LOCATED EAST OF ZEPHYR ROAD AND WEST OF SHIRLEY STREET (PARCEL S-20-34-24-040-5350-0010) FROM C-2 TO R-3 FOR RESIDENTIAL DEVELOPMENT; LOCATED AT 741 SHIRLEY STREET, SEBRING, FLORIDA PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**



**THE CITY OF SEBRING DOES NOT DISCRIMINATE UPON THE BASIS OF AN INDIVIDUAL'S DISABILITY STATUS. THIS NON-DISCRIMINATORY POLICY INVOLVES EVERY ASPECT OF THE CITY'S FUNCTIONS, INCLUDING ONE'S ACCESS TO, PARTICIPATION IN, EMPLOYMENT OF, OR TREATMENT IN, ITS PROGRAMS AND/OR ACTIVITIES. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT KATHY HALEY, CITY CLERK, AT 368 SOUTH COMMERCE AVENUE, SEBRING, FLORIDA 33870, TELEPHONE (863) 471-5100, NOT LATER THAN TWENTY-FOUR (24) HOURS PRIOR TO THE PROCEEDING. IF HEARING OR VOICE IMPAIRED, PLEASE CALL THE CLERK THROUGH FLORIDA RELAY SERVICE: (TDD) 1-800-955-8771, OR VOICE (V) 1-800- 955-8770, VIA FLORIDA RELAY SERVICE.**

**CITY OF SEBRING  
AGENDA ITEM SUMMARY**

**MEETING DATE:** January 6, 2026

**PRESENTER:** Stewart/Swaine/Paleske-Bush

**AGENDA ITEM#:** 10 B - **Public Hearing and Ordinance #1562.** An applicant-initiated request to change the Zoning designation on approximately +/-92.4 acres located north of Beacon Avenue and south of Little Red Water Lake (parcels S-12-34-28-A00-0110-0000; and S-07-34-29-A00-0100-0000 ) from County M-2 Flexible Unit Development (FUD) to City Planned Development (PD); located at 2650 Beacon Avenue, Sebring, Florida

**BACKGROUND:**

- I. Introduction of Ordinance #1562..... **Swaine**
- II. **Purpose of Public Hearing:** ..... **Stewart**  
To receive public input on the rezoning on approximately +/-92.4 acres located north of Beacon Avenue and south of Little Red Water Lake (parcels S-12-34-28-A00-0110-0000; and S-07-34-29-A00-0100-0000 ) from County M-2 Flexible Unit Development (FUD) to City Planned Development (PD).
- III. **CFRPC Staff Report**.....**Stefanie von Paleske-Bush**
  - This is an applicant-initiated amendment to the zoning map from County M-2 Flexible Unit Development (FUD) to City Planned Development (PD)
  - The Planning and Zoning Board held a public hearing on December 9, 2025 and voted to recommend approval to the City Council.
  - The City Council approved Ordinance #1562 on 1<sup>st</sup> reading at the December 16, 2025 meeting.
- IV. **Public comments/input/questions**..... **Stewart**
- V. **Adjourn public hearing**..... **Stewart**
- VI. **Council's questions/comments**..... **Stewart**

**Attachment 1** – CFRPC Staff Report  
**Attachment 2** – Ordinance #1562  
**Attachment 3** – Notice of Ad

**REQUESTED MOTION:** Approve Ordinance #1562 on second and final reading as presented.

**COUNCIL ACTION:**

\_\_\_\_ APPROVED                      Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
\_\_\_\_ DENIED                         Bishop \_\_\_\_ Carlisle \_\_\_\_ Havery \_\_\_\_ Kogelschatz \_\_\_\_ Stewart \_\_\_\_  
\_\_\_\_ TABLED TO: \_\_\_\_\_ OTHER

## **ATTACHMENT 1**



**CITY OF SEBRING  
REZONING  
STAFF REPORT  
January 6, 2026**

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**TO:** CITY OF SEBRING CITY COUNCIL

**FROM:** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**SUBJECT:** Ordinance 1562: An applicant-initiated request to change the zoning classification approximately +/-92.4. acres located on the southern edge of Little Red Water Lake, east of Panther Parkway, north of Beacon Avenue (parcels S-12-34-28-A00-0110-0000; and S-07-34-29-A00-0100-0000); from County M-2 Flexible Unit Development (FUD) to City Planned Development (PD) for mobile home park and recreational vehicle development.

**AGENDA & HEARING DATES:**

Planning & Zoning Board Meeting: December 9, 2025; 5:30 PM (Public Hearing)  
City Council Meeting: December 16, 2025 5:30 PM (Public Hearing, First Reading)  
City Council Meeting: January 6, 2026; 5:30 PM (Public Hearing, Second Reading)

**Attachments**

Aerial Photo | Future Land Use Map - Proposed | Zoning Map - Existing | Zoning Map - Proposed | Highlands County Resolution No. 21-22-72

**PLANNING AND ZONING BOARD ACTION:**

On December 9, 2025, the Planning and Zoning Board **voted unanimously** to forward the proposed rezoning to the City Council with a **recommendation of approval**.

**CITY COUNCIL ACTION:**

On December 16, 2025, the City Council **approved** Ordinance 1562 on first reading.

**CITY COUNCIL MOTION OPTIONS (FIRST READING):**

1. I move the City Council **approve Ordinance 1562 on Second Reading.**
2. I move the City Council **approve Ordinance 1562 on Second Reading with changes.**

**Overview:**

REZONING AMENDMENT	
Owner	CRF – Sebring MHP, LLC and CRF Sebring RV, LLC
Property Size	Total of ± 92.4 acres
Property Address	2650 Beacon Avenue
Parcel IDs	S-12-34-28-A00-0110-0000; and S-07-34-29-A00-0100-0000
Future Land Use - Proposed	County Medium Density Residential (RM) to City Medium Density Residential (MDR) See Companion Future Land Use Map Amendment (Ordinance 1561)
Zoning - Existing:	County M-2 Flexible Unit Development (FUD)
Zoning – Proposed:	City Planned Development (PD)

**BACKGROUND AND REASON FOR REQUEST:**

Phases I and II of Waterside Mobile Home Park (MHP) and Recreational Vehicle (RV) Park were annexed by the City of Sebring and now require the assignment of zoning. Phase I consists of a mobile home park, while Phase II contains an RV park. Highlands County previously approved Phases I and II for a combined total of up to 451 units with a minimum lot size of 2,400 square feet. At present, 240 lots are designated for mobile homes. Approximately 208 lots are designated for recreational vehicles.

**COMPREHENSIVE PLAN COMPATIBILITY:**

The request is to change the zoning is consistent with the proposed Future Land Use amendment (Ordinance 1561). The existing and proposed zoning district descriptions follow.

**Existing Zoning:**

**Highlands County – M-2 and FUD**

**Section 12.05.222. M-2 mobile home parks district.**

- A. **Intent.** The M-2 mobile home parks district is intended to regulate the establishment and approval of mobile home parks where mobile homes are placed on rental spaces on transient, seasonal or permanent basis. Only single-family uses of mobile homes, travel trailers, and recreation units are allowed.
  
- B. **Permitted principal uses and structures in this district are:**
  - 1. Mobile home parking.
  - 2. Community utility.
  - 3. Community recreation facilities.
  - 4. Central wastewater treatment and water treatment facilities serving a single development.
  - 5. Travel trailers, recreational vehicles, and recreation units.
  - 6. Outdoor storage of boats, campers, RVs, and other similar recreational or motor

vehicles owned by the owner of the mobile home park or by the owners of the mobile homes located on mobile home sites in the mobile home park when at least 100 feet from the nearest dwelling space and approved by the board of directors or the mobile home park owner.

**Section 12.05.291. Flexible unit development (FUD) district.**

- A. **Flexible unit developments.** (FUD) can be established from a designated existing zoning district by amendment of the official zoning map. FUDs can include any type development.
- B. **Voluntary procedure.** Rezones to the FUD districts shall be an entirely voluntary procedure to be pursued only at the option of the applicant, and the county shall not itself initiate such rezoning on privately owned lands.
- C. **Effect of FUD approval.** When approved pursuant to the provisions of this Code, the FUD development plan and other documents as are adopted by resolution shall constitute an amendment to these Regulations. Development within a FUD shall occur in conformity with the approved FUD development plan. (Ord. No. 05-06-33 § 9)
- D. **Application requirements.** The completeness of an application shall be determined by the development services director pursuant to the requested data and analysis cited in the options below. All petitions for FUD district zoning shall be accompanied by a FUD development plan which shall include the title of the project, name of developer, and a general location map. The plan shall convey the general extent and character of the proposed improvements, drawn to acceptable scale in order to illustrate the proposed use of all land within the project boundaries, including all buildings and building sites, the location and function of all areas proposed to be dedicated or reserved for community or public use, the proposed public and private circulation system, including vehicular and pedestrian if applicable, as well as, primary access points to the existing street network, and, if applicable, illustrate anticipated development phasing.
- E. **General requirements.**
  - 1. **Permitted uses.** Any use permitted in the underlying zoning district may be permitted. The BCC may delete specific uses permitted in the underlying district.
  - 2. **Development standards.** All other development standards will be established by the underlying district. Density or intensity, lot sizes, setbacks, minimum living area, and other requirements are to be established by the BCC on each individual layout submitted for approval. The BCC may also establish other reasonable conditions, including but not limited to provisions for phasing, time limits set by relevant development orders cited in the land development regulations, time for completing the project or phases, completion of public facilities which are a part of the development and other conditions that respond to the site development issues contained on the FUD development plan.

**Status of previously approved FUDs.** Any active or completed FUD project previously approved shall continue to be governed by the approved FUD plan and any agreements, terms and conditions to which the approval may be subject, as long as the project continues to be actively under development

## **Proposed Zoning**

### **City of Sebring PD – Planned Development District**

- (a) Purpose and intent of district. The planned development ("PD") district is designed to allow an applicant to submit a developmental proposal for consideration, and to allow the city council to approve any proposal which it determines to be in the best interest of the public, along with any conditions, requirements or limitations thereon which the council deems advisable. PD districts are intended to:
- (1) Promote more efficient and economic uses of land;
  - (2) Provide opportunities for design innovations by individual planned developments which are not provided for or allowed in other zoning districts;
  - (3) Encourage flexibility in design and permit planned integration of multiple uses and structures;
  - (4) Encourage uses of land which reduce transportation impacts;
  - (5) Provide for more usable and suitably located recreational facilities, open spaces and scenic areas, either commonly owned or publicly owned, than would otherwise be provided under conventional land development procedures;
  - (6) Lower development and building costs by permitting smaller lots, networks of utilities, and streets and the use of more economical building types and shared facilities; and
  - (7) Accomplish more desirable living and working environments than would be possible through the strict application of the minimum requirements of the city's other zoning and subdivision regulations.
- (b) *Voluntary procedure.* Rezones to PD shall be an entirely voluntary procedure to be pursued only at the option of the applicant, and the city shall not itself initiate such rezoning on privately owned lands.
- (c) *Conceptual and final development plans.* The applicant may obtain tentative approval of a conceptual development plan from city council during the rezoning process, subject to submission and approval of a final development plan. When approved by city council, the final development plan (the "plan") and any development agreement (the "agreement") entered into between the developer and the city shall control development within a PD district and development shall occur in conformity with the approved plan and agreement. No building permit shall be issued unless and until city staff has reviewed plans and found them to be in compliance with the plan and the agreement, as properly amended. No certificate of occupancy shall be issued unless the development has been constructed in accordance to the plan and the agreement. The plan shall be

binding on the applicant, land owner and all successors in interest so long as the PD zoning district applies to the land. Construction permits must be obtained within two years following PD approval by city council or the PD authorization shall expire and the zoning shall revert to its prior classification. City council may, at council's discretion, extend the time for pulling the permit for good reason shown.

- (d) *Application of other ordinances.* All building codes, housing codes, and other land use regulations of the city are applicable to the PD district, except where in conflict with the plan or agreement.
- (e) *Amendment to approved plan and/or agreement.* Whenever any application is made to substantially modify the approved plan or agreement or to undertake a new plan or agreement on part or all of the property, the application must be approved by city council. Minor amendments to an existing plan or agreement may be approved by the city administrator. Minor amendments may include the following:
  - (1) Any decrease in density or any increase by five percent or less in the density in the approved plan and/or agreement;
  - (2) Internal realignment of rights-of-way, other than a relocation of access points to the property itself, where there is no net reduction of the size of conservation/preservation areas or required easements;
  - (3) Minor relocation or realignment of lots where there is no encroachment upon required conservation or preservation areas and no reduction in the setbacks between the buildings and perimeter boundary lines; and
  - (4) Relocation, reduction, or reconfiguration of lakes, ponds, or other water facilities subject to the submittal and approval of revised water management plans.

### **Public Facilities and Services Analysis:**

The following is a summary analysis of the potential impacts on existing public facilities and services.

#### **Potable Water and Wastewater**

City potable water is available and has already been constructed and completed.

#### **Solid Waste:**

Solid waste services are being provided to the development.

#### **Transportation/Traffic:**

The property has access to the surrounding road network and a traffic study was completed at the time it was approved by Highlands County.

#### **Public School Concurrency:**

Both Phases are 55 and older communities and therefore public school concurrency is not required.

### **Recreation/Open Space:**

Recreation and open space requirements were met at the time of construction approval by Highlands County.

### **Findings of Fact**

- The request is for an applicant-initiated zone change because the property was annexed into the City
- Phases I and II comprise +/- 92.46 acres
- All infrastructure for Phases I and II is constructed
- Phases I and II are limited to 451 units and a minimum lot size of 2,400 square feet. At present, 240 lots are designated for mobile homes. Approximately 208 lots are designated for recreational vehicles.
- The site is located along the shores of Little Redwater Lake
- Water and sewer is provided by the City of Sebring
- Water and sewer lines were constructed at the time of development approval by Highlands County

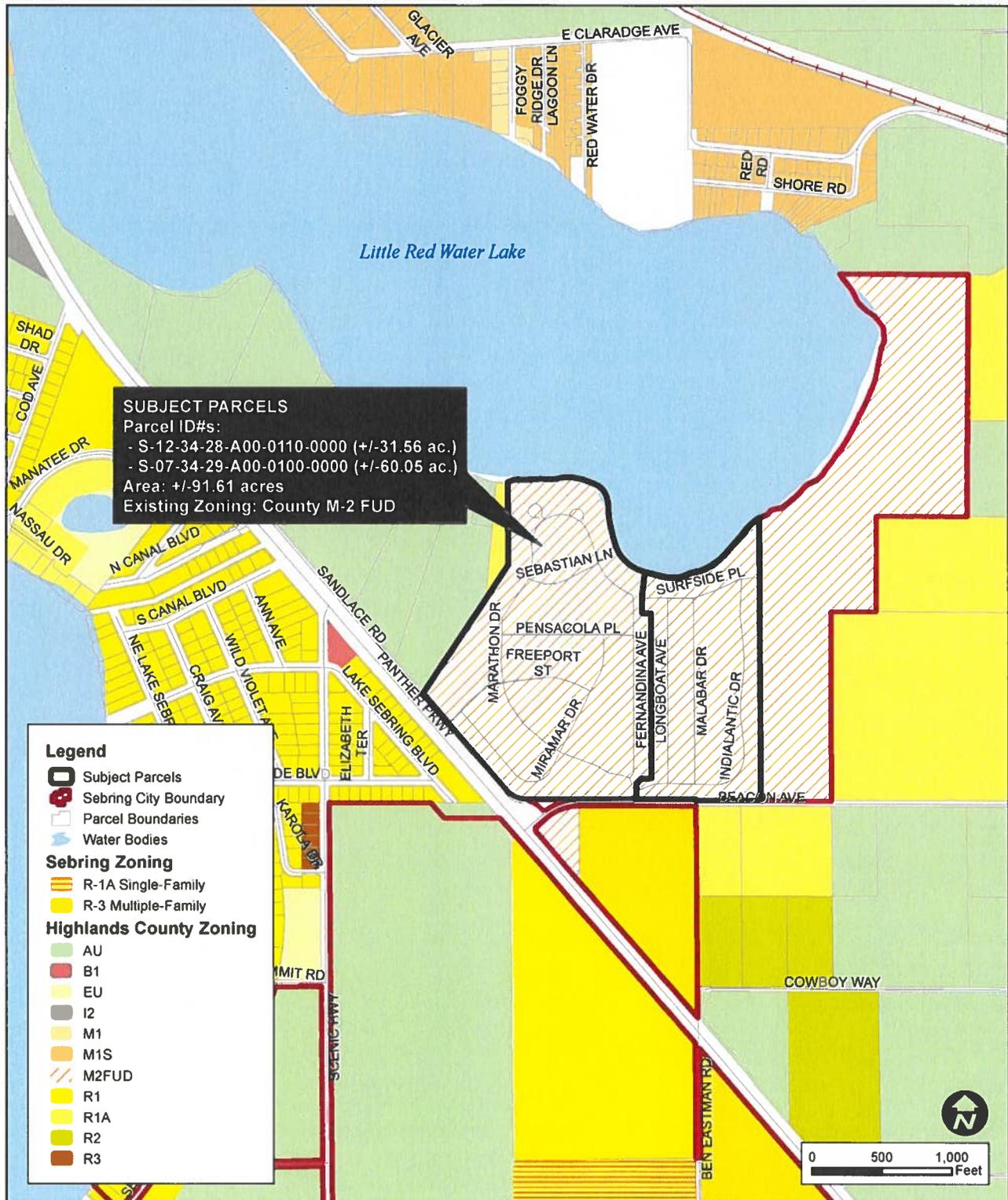
### **Recommended Conditions of Development Approval for Phases I and II**

1. There shall be maximum of 451 units. Approximately 240 lots are designated for mobile homes. Approximately 208 lots are designated for recreational vehicles.
2. Minimum lot size shall be 2,400 square feet.
3. Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.
4. Development shall be consistent with the Master Site Plan.

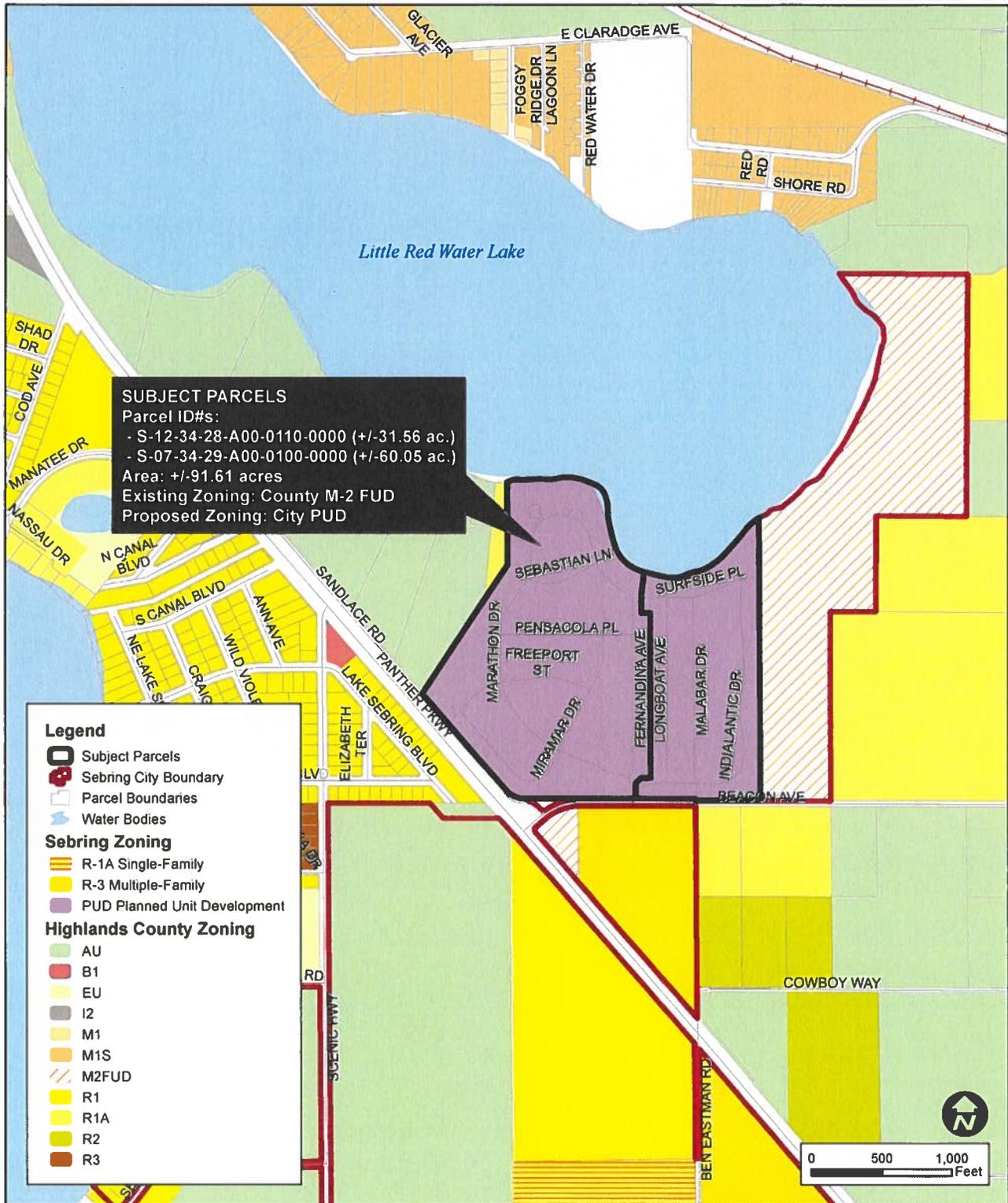
# City of Sebring Aerial Photo Map



# City of Sebring Zoning Map - Existing



# City of Sebring Zoning Map - Proposed



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## County Zone Change Resolution

### RESOLUTION NO. 21-22-72

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-07-34-29-A00-0100-0000 AND C-12-34-28-A00-0110-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-07-34-29-A00-0100-0000 and C-12-34-28-A00-0110-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

**WHEREAS**, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

**WHEREAS**, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

127

**NOW, THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

**SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.**

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-07-34-29-A00-0100-0000 and C-12-34-28-A00-0110-0000 and more particularly described as:

All of Government Lots 6 and 7 lying South of Lake Little Redwater, a/k/a the East 1/2 of the Southeast 1/4 of Section 12, Township 34 South, Range 28 East, Highlands County, Florida, and that portion of Government Lots 5 and 8, a/k/a the fractional West 1/2 of the Southeast 1/4 of Section 12, Township 34 South, Range 28 East, Highlands County, Florida, more particularly described as follows: Beginning at a point on the East line of said Government Lot 8, which is 59 feet North of the Southeast corner of said Government Lot 8, thence North 40 degrees West, along the Northerly side of a county road, 950 feet to a point, thence North 34 degrees 28 minutes East to a point on the East line of said Government Lot 5, thence South along the East line of said Government Lots 5 and 8 to the Point of Beginning, LESS AND EXCEPT any portion thereof lying in lands conveyed to Highlands County by virtue of Warranty Deed recorded in Official Records Book 2463, Page 339, Public Records of Highlands County, Florida. AND the West 100.00 feet of the West 3/4 of the Southwest 1/4 of the Southwest 1/4 of Section 7, Township 34 South, Range 29 East, Highlands County, Florida, Less right of way for Beacon Drive ( formerly known as Manatee Drive), AND the West 100.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 7, Township 34 South, Range 29 East, Highlands County, Florida, lying South of Little Lake Redwater.

And

A portion of the Southwest 1/4 of Section 7, Township 34 South, Range 29 East, Highlands County, Florida, further described as follows:

Commence at the Southwest corner of said Section 7 and run S 89°53'49" E along the South boundary of the Southwest 1/4 of said Section 7, 100.00 feet to the Point of Beginning; thence continue S 89°53'49" E along said South boundary, 365.94 feet; thence N 00°04'45" W, parallel with the West boundary of the Southwest 1/4 of said Section 7, 2044.3 feet more or less to the water's edge of Little Lake Redwater; thence Southwesterly along said water's edge to its intersection with a line bearing N 00°04'45" W from the Point of Beginning; thence S 00°04'45" E, along said line lying 100.00 feet East of and parallel with the West boundary of the Southwest 1/4 of

P&Z 2098

said Section 7, 1682.5 feet more or less to the Point of Beginning. LESS road right of way for Beacon Drive (formerly known as Manatee Drive).

is hereby changed from Mobile Home Park District (M-2) to Mobile Home Park with a Flexible Unit Development District (M-2 FUD).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Park with a Flexible Unit Development District (M-2 FUD).

**SECTION 3. General Conditions, Restrictions and Limitations.** This M-2 FUD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.222 and 12.05.291 of the Highlands County Code of Ordinances (hereinafter referred to as the "Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Highlands County Code of Ordinances;
2. There shall be a maximum of 451 units;
3. Minimum lot size shall be 2,400 square feet; and
4. Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.

**SECTION 4. 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 5. Savings Clause.** All prior actions of Highlands County pertaining to P&Z 2098, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 6. 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 7. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

P&Z 2098

**SECTION 8. 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 9. Effective Date.** This Resolution shall take effect immediately after adoption.

**DONE AND ADOPTED**, this 15th day of February, 2022.



BOARD OF COUNTY COMMISSIONERS  
OF HIGHLANDS COUNTY, FLORIDA

By: Kathleen G. Rapp  
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: Jerome Kaszubowski  
Jerome Kaszubowski, Clerk

P&Z 2098

## **ATTACHMENT 2**

**ORDINANCE NO. 1562**

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000 FROM COUNTY M-2 FLEXIBLE UNIT DEVELOPMENT (FUD) TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the subject property, owned by, CRF – Sebring MHP, LLC and CRF Sebring RV, LLC consists of approximately 92.46 acres and is the of this ordinance and represents a change to the Zoning Map by changing the Zoning designation from County M-2 FUD to City PD; and

**WHEREAS**, the property was annexed by the City of Sebring and requires the assignment of a City zoning designation; and

**WHEREAS**, the proposed changes were considered by the City of Sebring Planning and Zoning Board during a public hearing on December 9, 2025, and recommended by the City of Sebring Planning and Zoning Board for approval by City Council of the City of Sebring; and

**WHEREAS**, it is in the best interest of the City of Sebring that the zoning classification of said land be changed; and

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEBRING, FLORIDA**, that:

**Section 1.** The zoning classification of the property as depicted in Exhibit “A” is hereby amended to allow for up to 451 units consisting of approximately 240 lots are designated for mobile homes and approximately 208 lots are designated for recreational vehicles.

**Section 2.** The development conditions of the City Planned Development on the subject properties are attached hereto as Exhibit “B”.

**Section 3.** The master site plan, elevations and rendering for the subject property accompanying the City Planned Unit Development is attached hereto as Exhibit “C”.

**Section 4.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 5.** Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

**Section 6.** This Ordinance shall take effect immediately upon its passage and approval by the Mayor, or it becomes a law without his approval, as provided by law

**PASSED ON FIRST READING**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PASSED** at a regular meeting of the City Council of the City of Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest: \_\_\_\_\_  
Kathy Haley, City Clerk

\_\_\_\_\_  
Josh Stewart, President  
City Council, City of Sebring, Florida

This Ordinance was adopted after reading at two separate meetings after notice being properly published in a local newspaper and was duly passed on the \_\_\_\_ day of \_\_\_\_\_, 2026, and the same is hereby certified to the Mayor for his approval or disapproval.

**WITNESS** my hand and seal at Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida

The foregoing Ordinance was received by me this \_\_\_\_ day of \_\_\_\_\_, 2026, and by me approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
John C. Shoop, Mayor  
City of Sebring, Florida

**I, Kathy Haley**, City Clerk of the City of Sebring, Florida, hereby certify that a copy of the foregoing Ordinance was posted by me at the door of the City Hall on the \_\_\_\_ day of \_\_\_\_\_, 2026, and that same remained so posted until the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida



**Ordinance 1562**  
**Exhibit "B"**

Planned Development Conditions of Approval

1. There shall be maximum of 451 units. Approximately 240 lots are designated for mobile homes. Approximately 208 lots are designated for recreational vehicles.
2. Minimum lot size shall be 2,400 square feet.
3. Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.
4. Development shall be consistent with the Master Site Plan.



## **ATTACHMENT 3**

### CITY OF SEBRING NOTICE OF PUBLIC HEARINGS

YOU ARE HEREBY NOTIFIED that PUBLIC HEARINGS will be held and ordinances will be considered in the Council Chambers, City Hall, 368 South Commerce Avenue, Sebring, Florida, as follows:

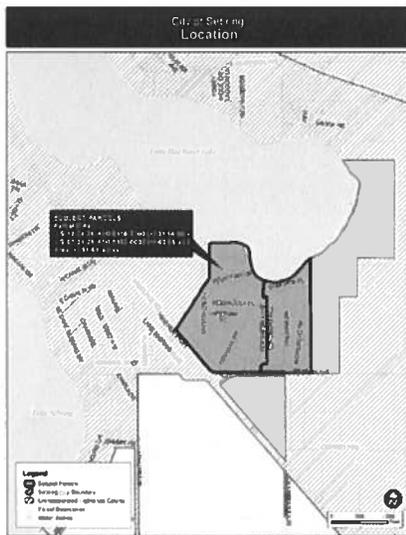
1. A public hearing before the City of Sebring Planning and Zoning Board and Local Planning Agency on **Tuesday, December 9, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible. Consideration will be given whether to recommend that City Council adopt Ordinance Nos. 1561, 1562, 1563, 1564 and 1567.
2. The First Reading will be held before the City Council on **Tuesday, December 16, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible to consider Ordinance Nos. 1561, 1562, 1563, 1564, and 1567.
3. The Second Reading (Adoption Public Hearing) for this amendment will be held by the City of Sebring City Council on **Tuesday, January 6, 2026** beginning at 5:30 PM or as soon thereafter as possible to consider adoption of Ordinance Nos. 1561, 1562, 1563, 1564, and 1567.

#### ORDINANCE 1561:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000; FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR), PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

#### AND ORDINANCE 1562:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000 FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.



#### AND ORDINANCE 1563:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

#### AND ORDINANCE 1564:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.



#### AND ORDINANCE 1567:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-0.24 ACRES LOCATED EAST OF ZEPHYR ROAD AND WEST OF SHIRLEY STREET (PARCEL S-20-34-24-040-5350-0010) FROM C-2 TO R-3 FOR RESIDENTIAL DEVELOPMENT; LOCATED AT 741 SHIRLEY STREET, SEBRING, FLORIDA PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.



THE CITY OF SEBRING DOES NOT DISCRIMINATE UPON THE BASIS OF AN INDIVIDUAL'S DISABILITY STATUS. THIS NON-DISCRIMINATORY POLICY INVOLVES EVERY ASPECT OF THE CITY'S FUNCTIONS, INCLUDING ONE'S ACCESS TO, PARTICIPATION IN, EMPLOYMENT OF, OR TREATMENT IN, ITS PROGRAMS AND/OR ACTIVITIES. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT KATHY HALEY, CITY CLERK, AT 368 SOUTH COMMERCE AVENUE, SEBRING, FLORIDA 33870, TELEPHONE (863) 471-5100, NOT LATER THAN TWENTY-FOUR (24) HOURS PRIOR TO THE PROCEEDING. IF HEARING OR VOICE IMPAIRED, PLEASE CALL THE CLERK THROUGH FLORIDA RELAY SERVICE: (TDD) 1-800-955-8771, OR VOICE (V) 1-800- 955-8770, VIA FLORIDA RELAY SERVICE.

**CITY OF SEBRING  
AGENDA ITEM SUMMARY**

**MEETING DATE:** January 6, 2026

**PRESENTER:** Stewart/Swaine/ Paleske-Bush

**AGENDA ITEM#:** 10 C - **Public Hearing and Ordinance #1563.** An applicant-initiated request to change the Future Land Use designation on approximately +/-64.4 acres located north of Beacon Avenue and south of Little Red Water Lake (parcel S-07-34-29-A00-0120-0000) from County Medium Density Residential to City Medium Density Residential for residential development; located at 2534 Beacon Avenue, Sebring, Florida

**BACKGROUND:**

- I. Introduction of Ordinance #1563..... **Swaine**
  
- II. **Purpose of Public Hearing:** ..... **Stewart**  
To receive public input on a the Future Land Use amendment on approximately +/-64.4 acres located north of Beacon Avenue and south of Little Red Water Lake (parcel S-07-34-29-A00-0120-0000) from County Medium Density Residential to City Medium Density Residential
  - **CFRPC Staff Report**.....**Stefanie von Paleske-Bush**  
This is an applicant-initiated amendment to the Future Land Use map from County Medium Density Residential to City Medium Density Residential.
  - The Planning and Zoning Board held a public hearing on December 9, 2025 and voted to recommend approval to the City Council.  
The City Council approved Ordinance #1563 on 1<sup>st</sup> reading at the December 16, 2025 meeting
  
- III. **Public comments/input/questions**..... **Stewart**
  
- IV. **Adjourn public hearing**..... **Stewart**
  
- V. **Council’s questions/comments**..... **Stewart**

- Attachment 1** – CFRPC Staff Report
- Attachment 2** – Ordinance #1563
- Attachment 3** – Notice of Ad

**REQUESTED MOTION:** Approve Ordinance #1563 on second and final reading as presented.

**COUNCIL ACTION:**

\_\_\_\_\_ APPROVED                      Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
\_\_\_\_\_ DENIED                        Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_  
\_\_\_\_\_ TABLED TO: \_\_\_\_\_ OTHER

## **ATTACHMENT 1**



**CITY OF SEBRING  
FUTURE LAND USE AMENDMENT  
STAFF REPORT  
January 6, 2026**

---

**TO:** CITY OF SEBRING CITY COUNCIL

**FROM:** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**SUBJECT:** **ORDINANCE 1563: AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR).**

**AGENDA & HEARING DATES:**

Planning & Zoning Board Meeting: December 9, 2025; 5:30 PM (Public Hearing)  
City Council Meeting: December 16, 2025, 5:30 PM (Public Hearing, First Reading)  
**City Council Meeting: January 6, 2026; 5:30 PM (Public Hearing, Second Reading)**

**Attachments**

Aerial Photo | Location Map | Future Land Use Map - Existing | Future Land Use Map - Proposed

**PLANNING AND ZONING BOARD ACTION:**

On December 9, 2025, the Planning and Zoning Board **voted unanimously** to forward the proposed **rezoning** to the City Council with a **recommendation of approval**.

**CITY COUNCIL ACTION:**

On December 16, 2025, the City Council **voted** to approve Ordinance 1563 on first reading.

**CITY COUNCIL MOTION OPTIONS (SECOND READING):**

1. I move the City Council **approve Ordinance 1563 on Second Reading.**
2. I move the City Council **approve Ordinance 1563 on Second Reading with changes.**

**Overview:**

REZONING AMENDMENT	
Owner	CRF – Sebring II, LLC
Property Size	Total of ± 64.48 acres
Property Address	2534 Beacon Avenue
Parcel IDs	S-07-34-29-A00-0120-0000
Future Land Use - Existing	County Medium Density Residential (RM)
Future Land Use - Proposed	City Medium Density Residential (MDR)
Zoning - Existing:	County M-2 Flexible Unit Development (FUD)
Zoning – Proposed:	City Planned Development (PD) See Companion Zoning Designation Change (Ordinance 1564)

**BACKGROUND AND REASON FOR REQUEST:**

Phase III of Waterside Mobile Home Park and Recreational Vehicle (RV) Park was annexed by the City of Sebring and requires the assignment of City Future Land Use. Phase III will consist of an RV park. Highlands County previously approved Phase III for a total of 350 RVs with a minimum lot size of 2,400 square feet.

**COMPREHENSIVE PLAN COMPATIBILITY:**

The request is to change the Future Land Use is consistent with the proposed zone change (Ordinance 1564). The existing and proposed Future Land Use descriptions follow.

**COMPREHENSIVE PLAN COMPATIBILITY:**

The request is to change the Future Land Use from County Medium Density Residential (RM) to City Medium Density Residential (MDR). Descriptions for both the existing and proposed and Future Land Use designations are provided as follows:

**Existing Future Land Use:**

**Highlands County Comprehensive Plan Future Land Use Element, Policy 1.2.D.3**

**Medium Density Residential: (abbreviation = RM):**

The development pattern for this residential category begins with the traditional development density for single-family lots on unincorporated properties in the County. Generally subdivided into quarter-acre lots, which established the starting density this land use category constituted the primary residential environment for County residents comprising both site-built and mobile homes. Historic development patterns for this land use category favor commuter linkages from satellite subdivisions around municipalities and along arterial corridors. Housing service ranges from single-family detached neighborhoods to attached housing complexes, such as duplexes, which offer both ownership and rental opportunities. Vacant infill properties are prime candidates for this land use category.

Future projects should emphasize a traditional preference for privacy, visual amenity, and low-profile development: one and two story construction, ample separation between buildings, off-street parking, landscape treatments, etc. The upper end of this density range, which includes the Mobile Home Park (max. 8 du/ac), may be achieved where existing infrastructure and paved roads exist to serve the development site or whenever special taxing districts are created to provide such infrastructure.

- a. Starting Density: 4.00 units per acre.
- b. Maximum Density: 8.00 units per acre
- c. Additional Allowable Uses: Public schools (Elementary, Middle, & High); collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.
- d. Permitted Supporting Uses: include potable water and wastewater treatment plants.
- e. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

### **Proposed Future Land Use:**

#### **City of Sebring Comprehensive Plan Future Land Use Element, Policy, 1.1.E**

**Medium Density Residential (MDR):** 5 up to 12 dwellings per acre and a maximum impervious surface ratio of 0.70 with a maximum building height of 50 feet. This classification is mainly for single family development and multi-family development up to 12 dwelling units per acre and other types of residential structures, such as group homes for elderly care as part of multi-use, master planned community, a planned development, or mixed-use development approved by the City Council. Club houses and supporting accessory uses and structures are allowed up to 5 % of the area and shall not exceed the maximum impervious surface ratio of 0.70. Public and utility uses are allowed as accessory to the permitted uses in the category.

#### **Public Facilities and Services Analysis:**

The following is a summary analysis of the potential impacts on existing public facilities and services.

#### **Potable Water and Wastewater**

City potable water is available and has already been constructed and completed.

#### **Solid Waste:**

The City serves the existing property, and all offsite improvements have been completed.

#### **Transportation/Traffic:**

The property has access to the surrounding road network and a traffic study was completed at the time it was approved by Highlands County.

#### **Public School Concurrency:**

Both Phases are 55 and older communities and therefore public school concurrency is not required.

**Recreation/Open Space:**

Recreation and open space requirements were met at the time of construction approval by Highlands County.

**Findings of Fact**

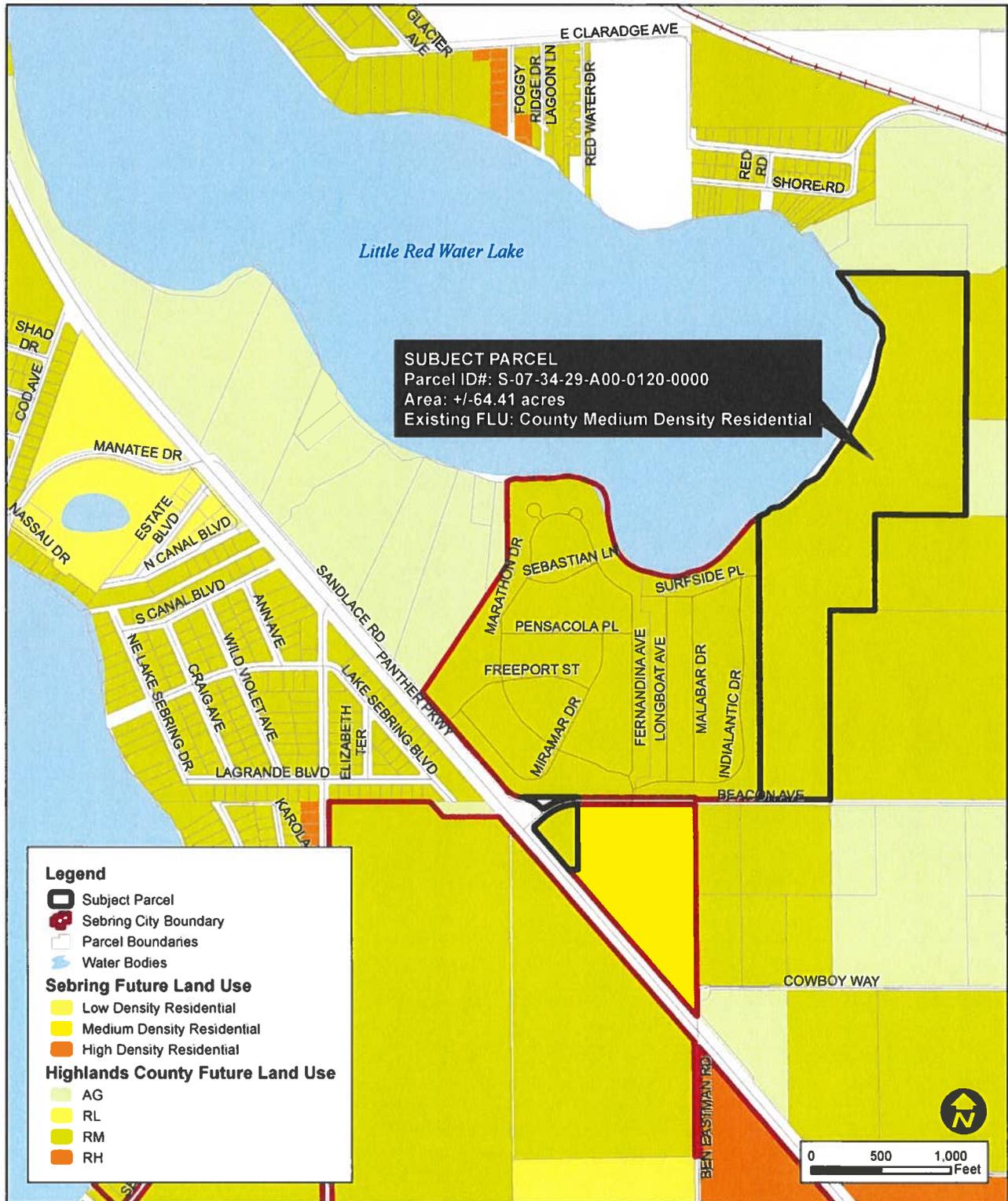
- The request is for an applicant-initiated Future Land Use Map Amendment to recognize the approved development under City Future Land Use following property annexation into the City.
- Phase III is +/- 64.48 acres in size.
- Phase III allows for 350 RVs with a minimum lot size of 2,400 square feet.
- The site is located along the shores of Little Redwater Lake
- Water and sewer services are provided by the City of Sebring
- Water and sewer lines were constructed at the time of development approval by Highlands County.

**COMPREHENSIVE PLAN COMPATIBILITY AND ZONING COMPATIBILITY:**

The proposed request is consistent with the Future Land Use and proposed Zoning.

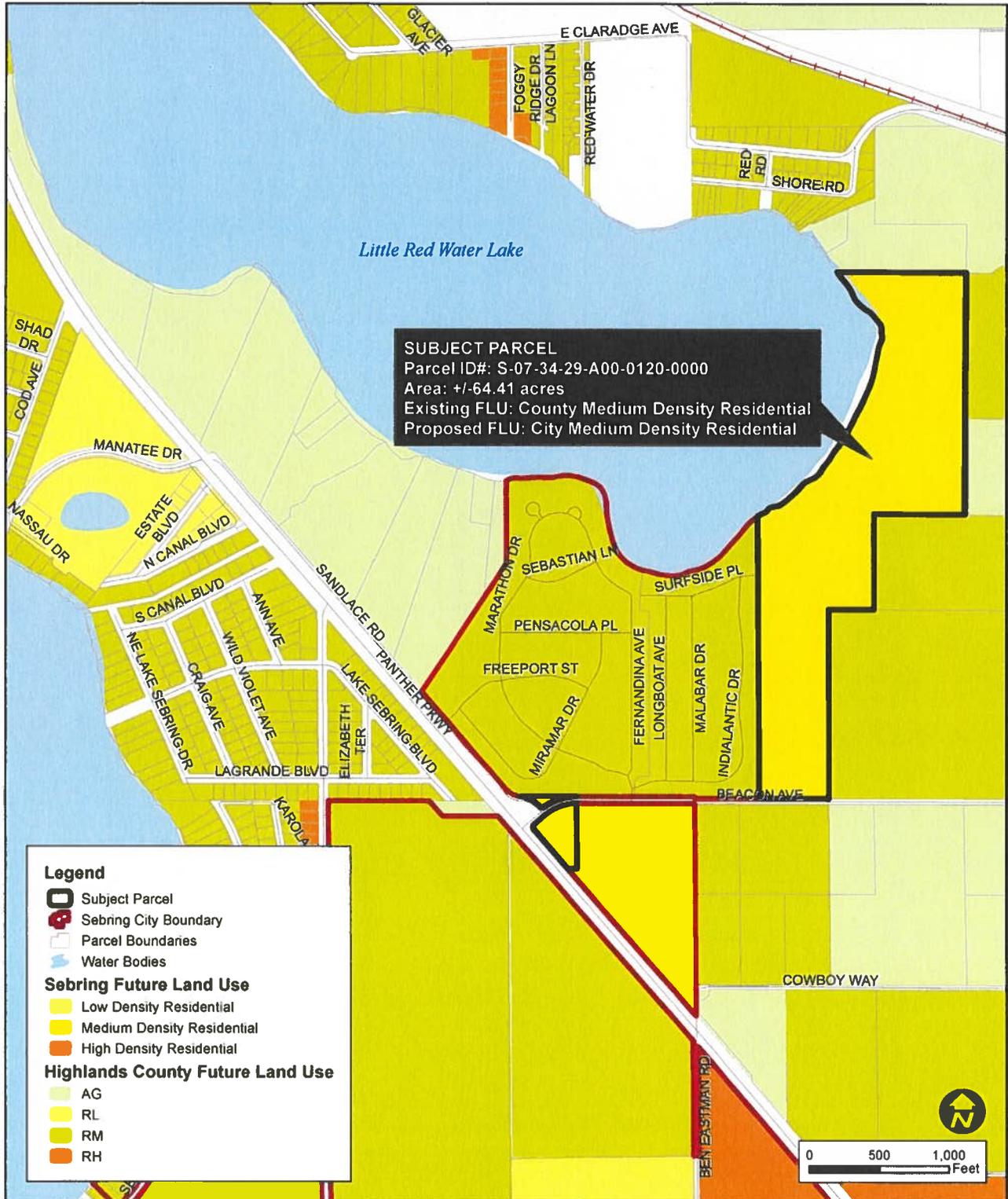


# City of Sebring Future Land Use Map - Existing



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# City of Sebring Future Land Use Map - Proposed



## **ATTACHMENT 2**

**ORDINANCE 1563:**

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the subject property, owned by, CRF – Sebring MHP, LLC and CRF Sebring RV, LLC consists of approximately +/-64.48 acres and is the subject of this ordinance and represents amend to the Future Land Use Map by changing the Future Land Use designation from County Residential Medium (RM) to City Medium Density Residential (RM); and

**WHEREAS**, the property was annexed by the City of Sebring and requires the assignment of a City Future Land Use; and

**WHEREAS**, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the City; and

**WHEREAS**, on December 9, 2025, in accordance with Section 163.3174, Florida Statutes, and applicable law, the City’s Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting considered the Applicant’s request for a Future Land Use map amendment as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

**WHEREAS**, on December 9, 2025, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the City’s Planning and Zoning Board; and

**WHEREAS**, on December 9, 2025, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City’s Planning and Zoning Board voted to recommend approval of the Applicant’s request for the Future Land Use Map amendment as set forth in this Ordinance to the City Council; and

**WHEREAS**, as a result of this Ordinance being initiated by the Applicant (not the municipality), the City Council of the City of Sebring held duly noticed public hearings regarding the parcel shown on Exhibit “A” in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

**WHEREAS**, in exercise of its authority, the City Council of the City of Sebring has determined it necessary to amend the Official Future Land Use Map to amend the City Future Land Use designations assigned to this property.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEBRING, FLORIDA, that:**

**Section 1.** The official Future Land Use map of the City of Sebring is amended to change the Future Land Use designation from County Residential Medium (RM) to City Medium Density Residential (RM); and for the real properties shown in Exhibit "A" which is attached and made a part hereof.

**Section 2.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

**Section 3.** If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4.** Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

**Section 5.** This Ordinance shall not be codified in the Code of Ordinances of the City of Sebring, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Sebring. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 6.** The effective date of this ordinance shall be immediately upon passage on second reading.

**INTRODUCED AND PASSED** on First Reading at the regular meeting of the City of Sebring City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**PASSED AND DULY ADOPTED**, on second reading at the meeting of the City of Sebring City Council duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF SEBRING, FLORIDA**

\_\_\_\_\_  
John C. Shoop, Mayor  
City of Sebring, Florida

Attest: \_\_\_\_\_  
Kathy Haley, City Clerk

This Ordinance was adopted after consideration at two advertised public hearings and at two separate meetings after notice being properly published in a local newspaper and was duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, and the same is hereby certified to the Mayor for his approval or disapproval.

**WITNESS** my hand and seal at Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring

The foregoing Ordinance was received by me this \_\_\_\_ day of \_\_\_\_\_, 2026, and by me approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

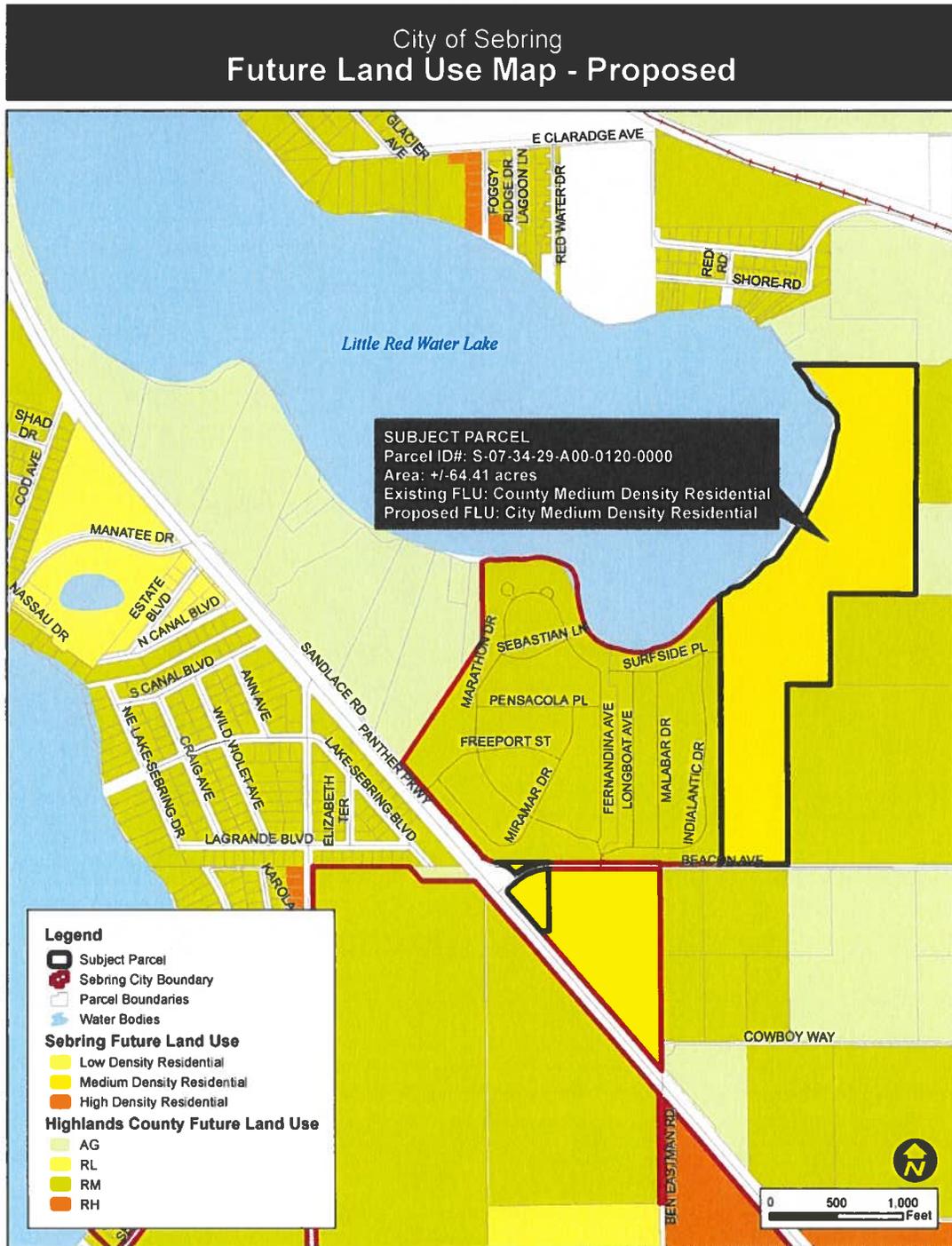
\_\_\_\_\_  
John C. Shoop, Mayor  
City of Sebring, Florida

**I, KATHY HALEY**, City Clerk of the City of Sebring, Florida, hereby certify that a copy of the foregoing Ordinance was posted by me at the door of the City Hall on the \_\_\_\_ day of \_\_\_\_\_, 2026, and that same remained so posted until the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida

# ORDINANCE 1563 EXHIBIT "A" PROPOSED FUTURE LAND USE MAP

The site includes Parcel S-07-34-29-A00-0120-0000.



## **ATTACHMENT 3**

## CITY OF SEBRING NOTICE OF PUBLIC HEARINGS

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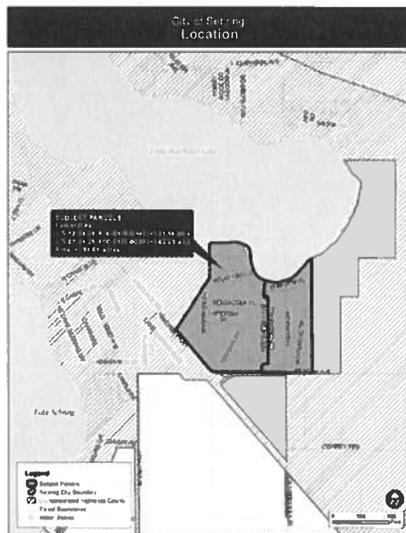
1. A public hearing before the City of Sebring Planning and Zoning Board and Local Planning Agency on **Tuesday, December 9, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible. Consideration will be given whether to recommend that City Council adopt **Ordinance Nos. 1561, 1562, 1563, 1564 and 1567**.
2. The First Reading will be held before the City Council on **Tuesday, December 16, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible to consider **Ordinance Nos. 1561, 1562, 1563, 1564, and 1567**.
3. The Second Reading (Adoption Public Hearing) for this amendment will be held by the City of Sebring City Council on **Tuesday, January 6, 2026** beginning at 5:30 PM or as soon thereafter as possible to consider adoption of **Ordinance Nos. 1561, 1562, 1563, 1564, and 1567**.

### ORDINANCE 1561:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000; FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR), PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

### AND ORDINANCE 1562:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000 FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**



### AND ORDINANCE 1563:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

### AND ORDINANCE 1564:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**



### AND ORDINANCE 1567:

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-0.24 ACRES LOCATED EAST OF ZEPHYR ROAD AND WEST OF SHIRLEY STREET (PARCEL S-20-34-24-040-5350-0010) FROM C-2 TO R-3 FOR RESIDENTIAL DEVELOPMENT; LOCATED AT 741 SHIRLEY STREET, SEBRING, FLORIDA PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**



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**CITY OF SEBRING**  
**AGENDA ITEM SUMMARY**

**MEETING DATE:** January 6, 2026

**PRESENTER:** Stewart/Swaine/Paleske-Bush

**AGENDA ITEM#:** 10 D - **Public Hearing and Ordinance #1564.** An applicant-initiated request to change the zoning designation on approximately +/-64.4 acres located north of Beacon Avenue and south of Little Red Water Lake (parcel S-07-34-29-A00-0120-0000 from County M-2 Flexible Unit Development (FUD) to City Planned Development (PD); located at 2534 Beacon Avenue, Sebring, Florida

**BACKGROUND:**

- I. Introduction of Ordinance #1564..... **Swaine**
- II. **Purpose of Public Hearing:** ..... **Stewart**  
To receive public input on the rezoning on approximately +/-64.4 acres located north of Beacon Avenue and south of Little Red Water Lake (parcel S-07-34-29-A00-0120-0000) from County M-2 Flexible Unit Development (FUD) to City Planned Development (PD);
- III. **CFRPC Staff Report**..... **Stefanie von Paleske-Bush**
  - This is an applicant-initiated amendment to change the zoning from County M-2 Flexible Unit Development (FUD) to City Planned Development (PD);
  - The Planning and Zoning Board held a public hearing on December 9, 2025, and voted to recommend approval to the City Council.
  - The City Council approved Ordinance #1564 on 1<sup>st</sup> reading at the December 16, 2025 meeting.
- IV. **Public comments/input/questions**..... **Stewart**
- V. **Adjourn public hearing**..... **Stewart**
- VI. **Council’s questions/comments**..... **Stewart**

- Attachment 1** – CFRPC Staff Report
- Attachment 2** – Ordinance #1564
- Attachment 3** – Notice of Ad

**REQUESTED MOTION:** Approve Ordinance #1564 on second and final reading as presented.

**COUNCIL ACTION:**

\_\_\_\_ APPROVED                      Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
\_\_\_\_ DENIED                        Bishop \_\_\_\_ Carlisle \_\_\_\_ Havery \_\_\_\_ Kogelschatz \_\_\_\_ Stewart \_\_\_\_  
\_\_\_\_ TABLED TO: \_\_\_\_\_ OTHER

**ATTACHMENT 1**



**CITY OF SEBRING  
REZONING  
STAFF REPORT  
January 6, 2026**

---

**TO:** CITY OF SEBRING CITY COUNCIL

**FROM:** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**SUBJECT:** Ordinance 1564: AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT.

**AGENDA & HEARING DATES:**

Planning & Zoning Board Meeting: December 9, 2025; 5:30 PM (Public Hearing)  
City Council Meeting: December 16, 2025 5:30 PM (Public Hearing, First Reading)  
**City Council Meeting: January 6, 2026; 5:30 PM (Public Hearing, Second Reading)**

**Attachments**

Aerial Photo | Future Land Use Map - Proposed | Zoning Map - Existing | Zoning Map - Proposed

**PLANNING AND ZONING ACTION:**

On December 9, 2025, the Planning and Zoning Board **voted unanimously** to forward the proposed **rezoning** to the City Council with a **recommendation of approval**.

**CITY COUNCIL ACTION:**

On December 16, 2025, the City Council **voted** to approve Ordinance 1564 on first reading.

**CITY COUNCIL MOTION OPTIONS (SECOND READING):**

1. I move the City Council **approve Ordinance 1564 on Second Reading.**
2. I move the City Council **approve Ordinance 1564 on Second Reading with changes.**

**Overview:**

REZONING AMENDMENT	
Owner	CRF – Sebring II, LLC
Property Size	Total of ± 64.48 acres
Property Address	2534 Beacon Avenue
Parcel IDs	S-07-34-29-A00-0120-0000
Future Land Use - Proposed	County Medium Density Residential (RM) to City Medium Density Residential (MDR) See Companion Future Land Use Map Amendment (Ordinance 1563)
Zoning - Existing:	County M-2 Flexible Unit Development (FUD)
Zoning – Proposed:	City Planned Development (PD)

**BACKGROUND AND REASON FOR REQUEST:**

Phase III of Waterside Mobile Home Park (MHP) and Recreational Vehicle (RV) Park was annexed by the City of Sebring and now requires the assignment of zoning. Phase III will consist of an RV park. Highlands County previously approved Phase III for a combined total of 350 units with a minimum lot size of 2,400 square feet.

**COMPREHENSIVE PLAN COMPATIBILITY:**

The request is to change the zoning is consistent with the proposed Future Land Use amendment (Ordinance 1563). The existing and proposed zoning district descriptions follow.

**Existing Zoning:**

**Highlands County – M-2 and FUD**

**Section 12.05.222. M-2 mobile home parks district.**

- A. **Intent.** The M-2 mobile home parks district is intended to regulate the establishment and approval of mobile home parks where mobile homes are placed on rental spaces on transient, seasonal or permanent basis. Only single-family uses of mobile homes, travel trailers, and recreation units are allowed.
  
- B. **Permitted principal uses and structures in this district are:**
  - 1. Mobile home parking.
  - 2. Community utility.
  - 3. Community recreation facilities.
  - 4. Central wastewater treatment and water treatment facilities serving a single development.
  - 5. Travel trailers, recreational vehicles, and recreation units.

6. Outdoor storage of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the mobile home park or by the owners of the mobile homes located on mobile home sites in the mobile home park when at least 100 feet from the nearest dwelling space and approved by the board of directors or the mobile home park owner.

**Section 12.05.291. Flexible unit development (FUD) district.**

- A. **Flexible unit developments.** (FUD) can be established from a designated existing zoning district by amendment of the official zoning map. FUDs can include any type development.
- B. **Voluntary procedure.** Rezones to the FUD districts shall be an entirely voluntary procedure to be pursued only at the option of the applicant, and the county shall not itself initiate such rezoning on privately owned lands.
- C. **Effect of FUD approval.** When approved pursuant to the provisions of this Code, the FUD development plan and other documents as are adopted by resolution shall constitute an amendment to these Regulations. Development within a FUD shall occur in conformity with the approved FUD development plan. (Ord. No. 05-06-33 § 9)
- D. **Application requirements.** The completeness of an application shall be determined by the development services director pursuant to the requested data and analysis cited in the options below. All petitions for FUD district zoning shall be accompanied by a FUD development plan which shall include the title of the project, name of developer, and a general location map. The plan shall convey the general extent and character of the proposed improvements, drawn to acceptable scale in order to illustrate the proposed use of all land within the project boundaries, including all buildings and building sites, the location and function of all areas proposed to be dedicated or reserved for community or public use, the proposed public and private circulation system, including vehicular and pedestrian if applicable, as well as, primary access points to the existing street network, and, if applicable, illustrate anticipated development phasing.
- E. **General requirements.**
  1. **Permitted uses.** Any use permitted in the underlying zoning district may be permitted. The BCC may delete specific uses permitted in the underlying district.
  2. **Development standards.** All other development standards will be established by the underlying district. Density or intensity, lot sizes, setbacks, minimum living area, and other requirements are to be established by the BCC on each individual layout submitted for approval. The BCC may also establish other reasonable conditions, including but not limited to provisions for phasing, time limits set by relevant development orders cited in the land development regulations, time for completing the project or phases, completion of public facilities which are a part of the development and other conditions that respond to the site development issues contained on the FUD development plan.

**Status of previously approved FUDs.** Any active or completed FUD project previously approved shall continue to be governed by the approved FUD plan and any agreements, terms and conditions to which the approval may be subject, as long as the project continues to be actively under development

## **Proposed Zoning**

### **City of Sebring PD – Planned Development District**

- (a) Purpose and intent of district. The planned development ("PD") district is designed to allow an applicant to submit a developmental proposal for consideration, and to allow the city council to approve any proposal which it determines to be in the best interest of the public, along with any conditions, requirements or limitations thereon which the council deems advisable. PD districts are intended to:
- (1) Promote more efficient and economic uses of land;
  - (2) Provide opportunities for design innovations by individual planned developments which are not provided for or allowed in other zoning districts;
  - (3) Encourage flexibility in design and permit planned integration of multiple uses and structures;
  - (4) Encourage uses of land which reduce transportation impacts;
  - (5) Provide for more usable and suitably located recreational facilities, open spaces and scenic areas, either commonly owned or publicly owned, than would otherwise be provided under conventional land development procedures;
  - (6) Lower development and building costs by permitting smaller lots, networks of utilities, and streets and the use of more economical building types and shared facilities; and
  - (7) Accomplish more desirable living and working environments than would be possible through the strict application of the minimum requirements of the city's other zoning and subdivision regulations.
- (b) *Voluntary procedure.* Rezones to PD shall be an entirely voluntary procedure to be pursued only at the option of the applicant, and the city shall not itself initiate such rezoning on privately owned lands.
- (c) *Conceptual and final development plans.* The applicant may obtain tentative approval of a conceptual development plan from city council during the rezoning process, subject to submission and approval of a final development plan. When approved by city council, the final development plan (the "plan") and any development agreement (the "agreement") entered into between the developer and the city shall control development within a PD district and development shall occur in conformity with the approved plan and agreement. No building permit shall be issued unless and until city staff has reviewed plans and found them to be in compliance with the plan and the agreement, as properly amended. No certificate of occupancy shall be issued unless the development has been constructed in accordance to the plan and the agreement. The plan shall be

binding on the applicant, land owner and all successors in interest so long as the PD zoning district applies to the land. Construction permits must be obtained within two years following PD approval by city council or the PD authorization shall expire and the zoning shall revert to its prior classification. City council may, at council's discretion, extend the time for pulling the permit for good reason shown.

- (d) *Application of other ordinances.* All building codes, housing codes, and other land use regulations of the city are applicable to the PD district, except where in conflict with the plan or agreement.
- (e) *Amendment to approved plan and/or agreement.* Whenever any application is made to substantially modify the approved plan or agreement or to undertake a new plan or agreement on part or all of the property, the application must be approved by city council. Minor amendments to an existing plan or agreement may be approved by the city administrator. Minor amendments may include the following:
  - (1) Any decrease in density or any increase by five percent or less in the density in the approved plan and/or agreement;
  - (2) Internal realignment of rights-of-way, other than a relocation of access points to the property itself, where there is no net reduction of the size of conservation/preservation areas or required easements;
  - (3) Minor relocation or realignment of lots where there is no encroachment upon required conservation or preservation areas and no reduction in the setbacks between the buildings and perimeter boundary lines; and
  - (4) Relocation, reduction, or reconfiguration of lakes, ponds, or other water facilities subject to the submittal and approval of revised water management plans.

### **Public Facilities and Services Analysis:**

The following is a summary analysis of the potential impacts on existing public facilities and services.

#### **Potable Water and Wastewater**

City potable water is available and has already been constructed and completed.

#### **Solid Waste:**

Solid waste services are being provided to the development.

#### **Transportation/Traffic:**

The property has access to the surrounding road network and a traffic study was completed at the time it was approved by Highlands County.

#### **Public School Concurrency:**

Both Phases are 55 and older communities and therefore public school concurrency is not required.

### **Recreation/Open Space:**

Recreation and open space requirements were met at the time of construction approval by Highlands County.

### **Findings of Fact**

- The request is for an applicant-initiated zone change because the property was annexed into the City
- Phase III comprises +/- 64.48 acres
- All infrastructure for Phase III is not constructed
- Phase III is limited to 350 units and a minimum lot size of 2,500 square feet.
- The site is located along the shores of Little Redwater Lake
- Water and sewer is provided by the City of Sebring
- Water and sewer lines were constructed at the time of development approval by Highlands County

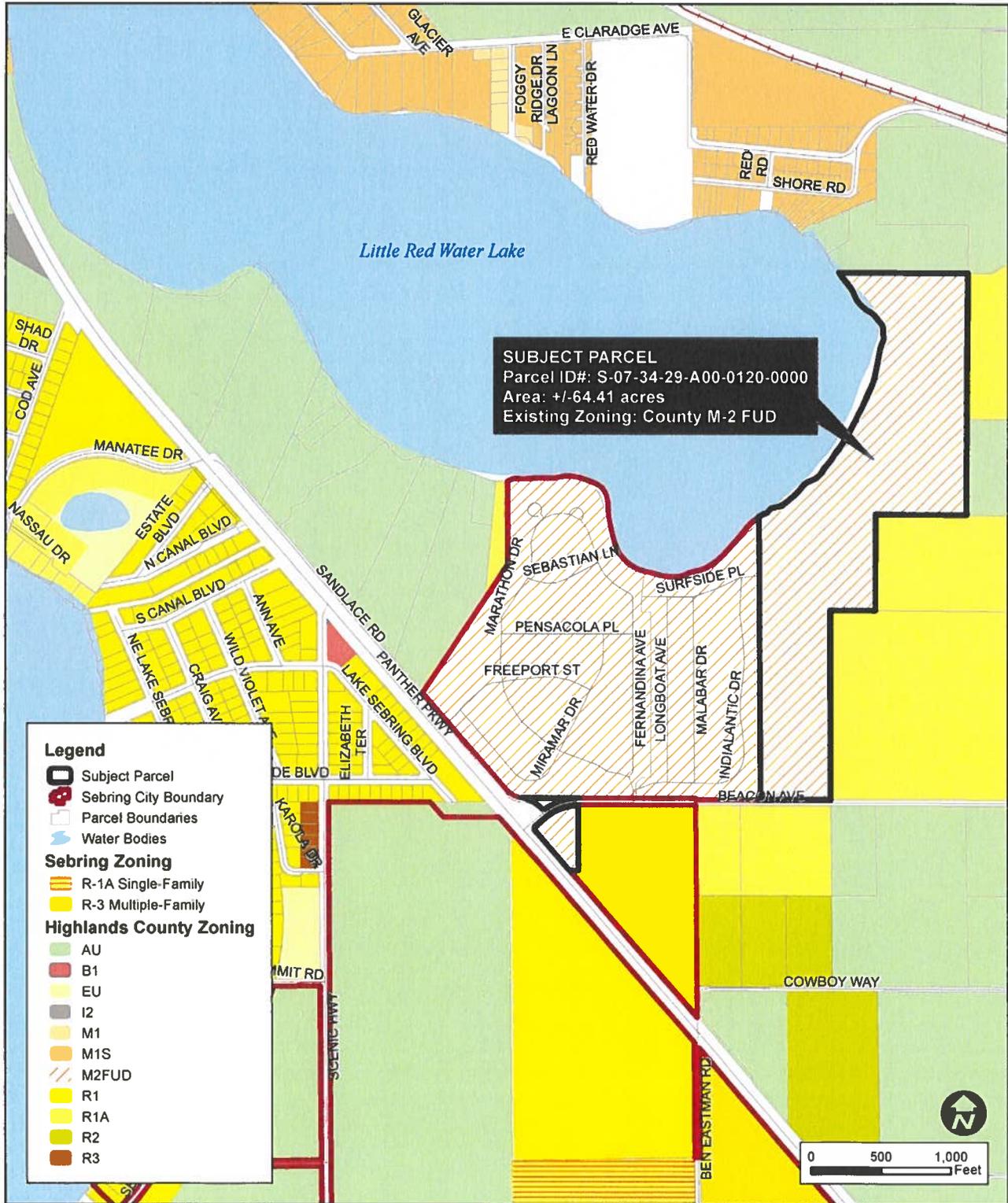
### **Recommended Conditions of Development Approval for Phase III**

1. There shall be maximum of 350 units.
2. Minimum lot size shall be 2,400 square feet.
3. Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.
4. Development shall be consistent with the Master Site Plan.
5. The landscape plans shall provide for canopy trees on the site.

# City of Sebring Aerial Photo Map

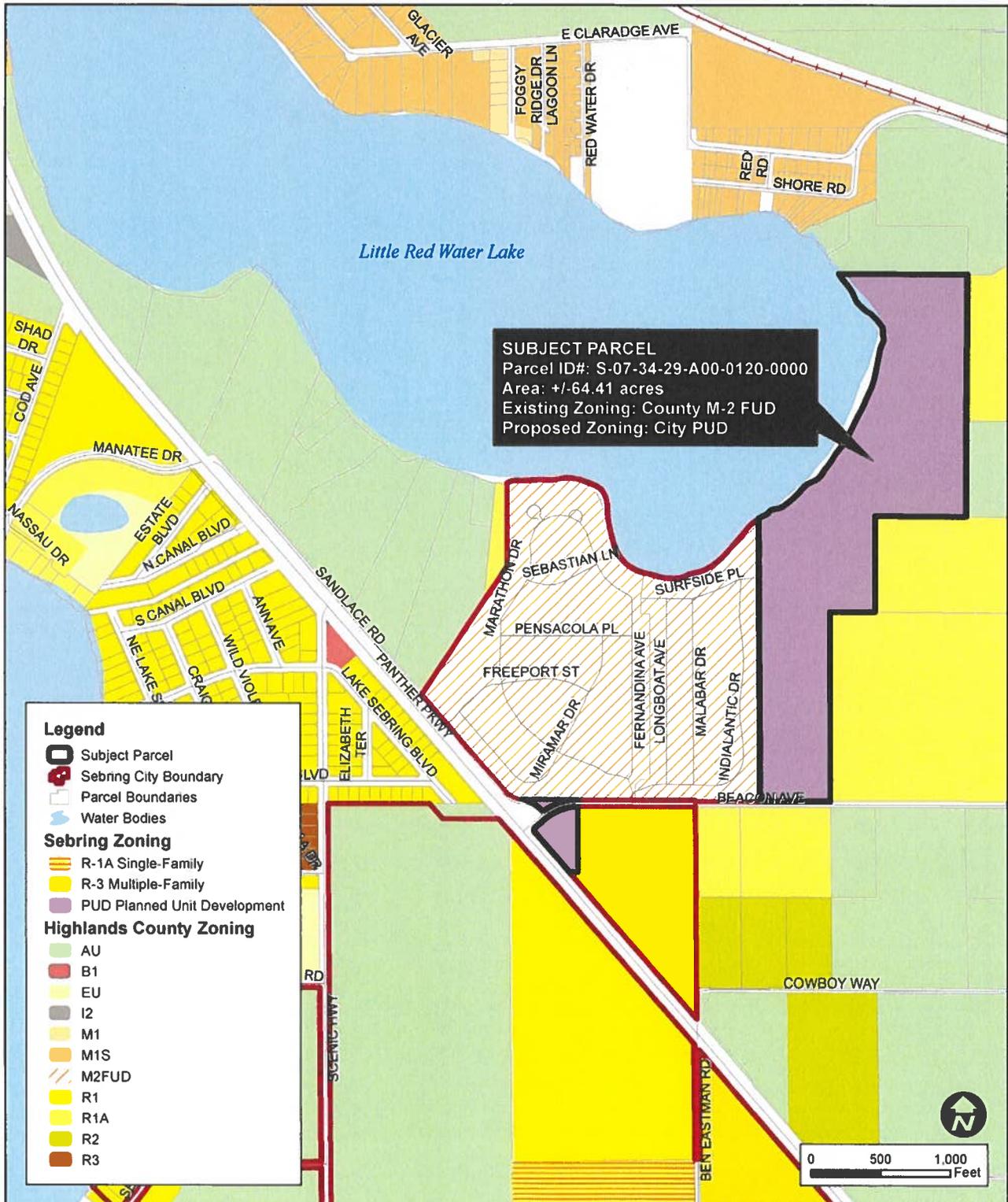


# City of Sebring Zoning Map - Existing



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# City of Sebring Zoning Map - Proposed





## **ATTACHMENT 2**

**ORDINANCE NO. 1564**

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT..**

**WHEREAS**, the subject property, owned by, CRF – Sebring MHP, LLC and CRF Sebring RV, LLC consists of approximately 64.48 acres and is the of this ordinance and represents a change to the Zoning Map by changing the Zoning designation from County M-2 FUD to City PD; and

**WHEREAS**, the property was annexed by the City of Sebring and requires the assignment of a City zoning designation; and

**WHEREAS**, the proposed changes were considered by the City of Sebring Planning and Zoning Board during a public hearing on December 9, 2025, and recommended by the City of Sebring Planning and Zoning Board for approval by City Council of the City of Sebring; and

**WHEREAS**, it is in the best interest of the City of Sebring that the zoning classification of said land be changed; and

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEBRING, FLORIDA**, that:

**Section 1.** The zoning classification of the property as depicted in Exhibit “A” is hereby amended to allow for up to 350 units consisting of approximately recreational vehicles.

**Section 2.** The development conditions of the City Planned Development on the subject properties are attached hereto as Exhibit “B”.

**Section 3.** The master site plan, elevations and rendering for the subject property accompanying the City Planned Unit Development is attached hereto as Exhibit “C”.

**Section 4.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 5.** Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

**Section 6.** This Ordinance shall take effect immediately upon its passage and approval by the Mayor, or it becomes a law without his approval, as provided by law.

**PASSED ON FIRST READING**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PASSED** at a regular meeting of the City Council of the City of Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest: \_\_\_\_\_  
Kathy Haley, City Clerk

\_\_\_\_\_  
Josh Stewart, President  
City Council, City of Sebring, Florida

This Ordinance was adopted after reading at two separate meetings after notice being properly published in a local newspaper and was duly passed on the \_\_\_\_ day of \_\_\_\_\_, 2026, and the same is hereby certified to the Mayor for his approval or disapproval.

**WITNESS** my hand and seal at Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida

The foregoing Ordinance was received by me this \_\_\_\_ day of \_\_\_\_\_, 2026, and by me approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

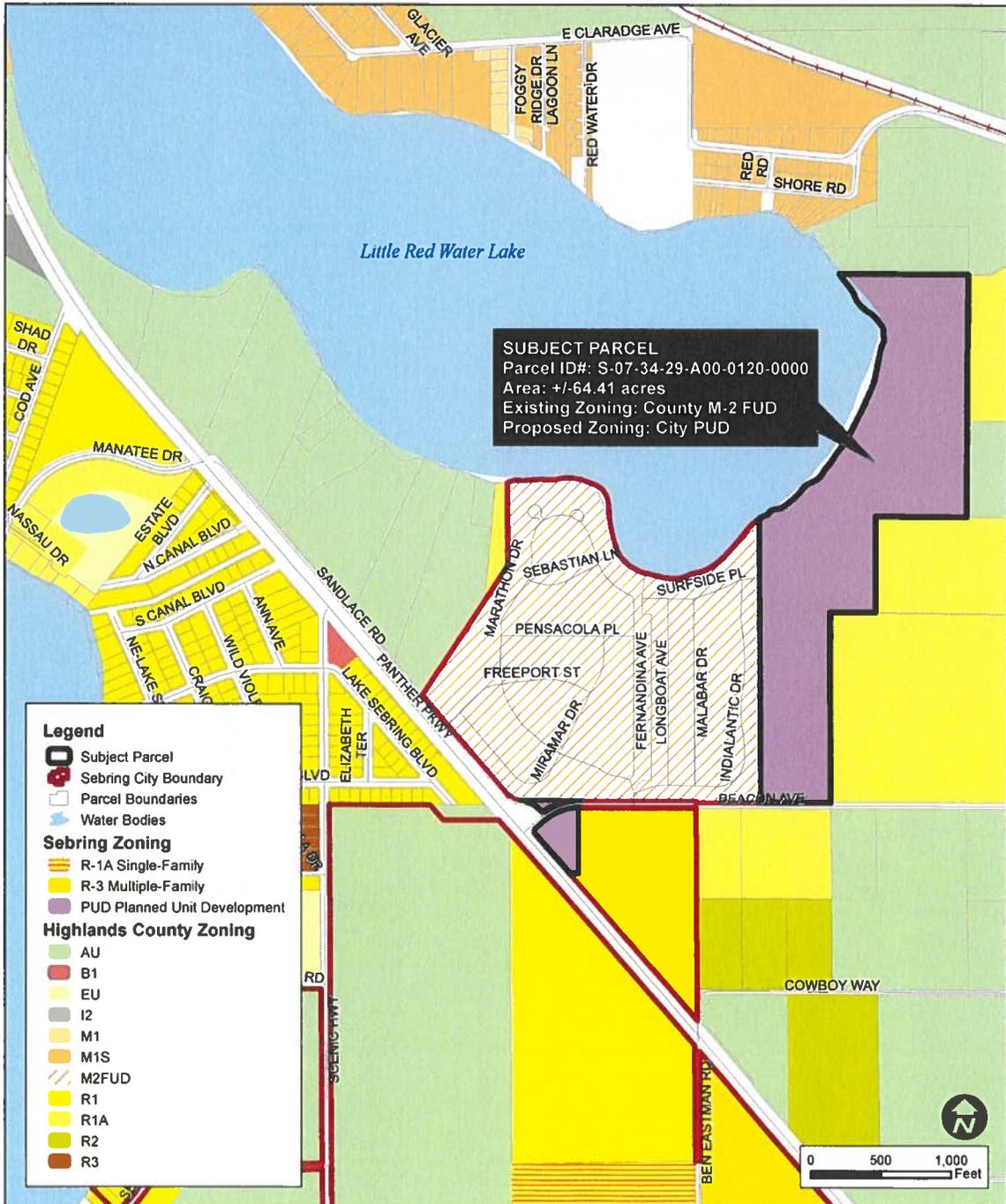
\_\_\_\_\_  
John C. Shoop, Mayor  
City of Sebring, Florida

**I, Kathy Haley**, City Clerk of the City of Sebring, Florida, hereby certify that a copy of the foregoing Ordinance was posted by me at the door of the City Hall on the \_\_\_\_ day of \_\_\_\_\_, 2026, and that same remained so posted until the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida

**Ordinance 1564  
Exhibit "A"  
Proposed Zoning Map**

**City of Sebring  
Zoning Map - Proposed**



**Ordinance 1564**  
**Exhibit "B"**

Planned Development Conditions of Approval

1. There shall be maximum of 350 RVs.
2. Minium lot size shall be 2,400 square feet.
3. Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.
4. Development shall be consistent with the Master Site Plan.
5. The landscape plans shall provide for canopy trees on the site.



**ATTACHMENT 3**

### CITY OF SEBRING NOTICE OF PUBLIC HEARINGS

YOU ARE HEREBY NOTIFIED that PUBLIC HEARINGS will be held and ordinances will be considered in the Council Chambers, City Hall, 368 South Commerce Avenue, Sebring, Florida, as follows:

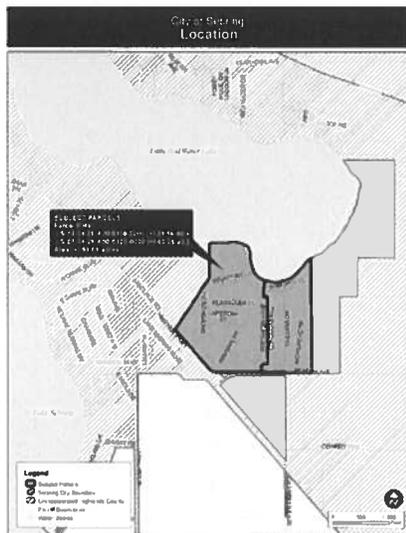
1. A public hearing before the City of Sebring Planning and Zoning Board and Local Planning Agency on **Tuesday, December 9, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible. Consideration will be given whether to recommend that City Council adopt Ordinance Nos. 1561, 1562, 1563, 1564 and 1567.
2. The First Reading will be held before the City Council on **Tuesday, December 16, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible to consider Ordinance Nos. 1561, 1562, 1563, 1564, and 1567.
3. The Second Reading (Adoption Public Hearing) for this amendment will be held by the City of Sebring City Council on **Tuesday, January 6, 2026** beginning at 5:30 PM or as soon thereafter as possible to consider adoption of Ordinance Nos. 1561, 1562, 1563, 1564, and 1567.

#### ORDINANCE 1561:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000; FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR), PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

#### AND ORDINANCE 1562:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-92.4 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PANTHER PARKWAY, NORTH OF BEACON AVENUE (PARCELS S-12-34-28-A00-0110-0000; AND S-07-34-29-A00-0100-0000 FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.



#### AND ORDINANCE 1563:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE FUTURE LAND USE CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY MEDIUM DENSITY RESIDENTIAL (RM) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

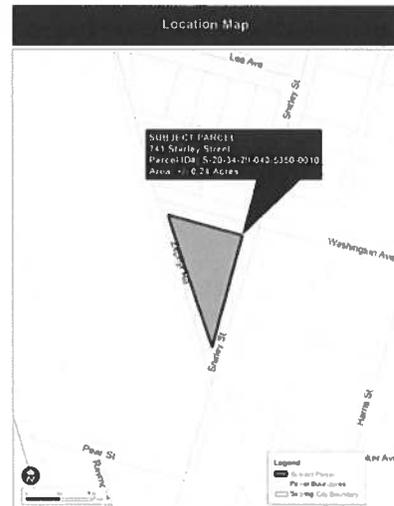
#### AND ORDINANCE 1564:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION FOR APPROXIMATELY +/-64.48 ACRES LOCATED ON THE SOUTHERN EDGE OF LITTLE RED WATER LAKE, EAST OF PHASES I AND II OF WATERSIDE RV AND MOBILE HOME PARK, NORTH OF BEACON AVENUE (PARCEL S-07-34-29-A00-0120-0000) FROM COUNTY M-2 FUD TO CITY PLANNED DEVELOPMENT (PD) FOR RESIDENTIAL DEVELOPMENT PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.



#### AND ORDINANCE 1567:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-0.24 ACRES LOCATED EAST OF ZEPHYR ROAD AND WEST OF SHIRLEY STREET (PARCEL S-20-34-24-040-5350-0010) FROM C-2 TO R-3 FOR RESIDENTIAL DEVELOPMENT; LOCATED AT 741 SHIRLEY STREET, SEBRING, FLORIDA PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.



THE CITY OF SEBRING DOES NOT DISCRIMINATE UPON THE BASIS OF AN INDIVIDUAL'S DISABILITY STATUS. THIS NON-DISCRIMINATORY POLICY INVOLVES EVERY ASPECT OF THE CITY'S FUNCTIONS, INCLUDING ONE'S ACCESS TO, PARTICIPATION IN, EMPLOYMENT OF, OR TREATMENT IN, ITS PROGRAMS AND/OR ACTIVITIES. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT KATHY HALEY, CITY CLERK, AT 368 SOUTH COMMERCE AVENUE, SEBRING, FLORIDA 33870, TELEPHONE (863) 471-5100, NOT LATER THAN TWENTY-FOUR (24) HOURS PRIOR TO THE PROCEEDING. IF HEARING OR VOICE IMPAIRED, PLEASE CALL THE CLERK THROUGH FLORIDA RELAY SERVICE: (TDD) 1-800-955-8771, OR VOICE (V) 1-800- 955-8770, VIA FLORIDA RELAY SERVICE.

**CITY OF SEBRING  
AGENDA ITEM SUMMARY**

**MEETING DATE:** January 6, 2026

**PRESENTER:** Stewart/Swaine/Paleske-Bush

**AGENDA ITEM#:** 10 E - **Public Hearing and Ordinance #1567.** An applicant-initiated request to change the zoning classification on approximately +/-0.24 acres located east of Zephyr Road and west of Shirley Street (parcel S-20-34-24-040-5350-0010) from C-2 to R-4 for residential development; located at 741 Shirley Street, Sebring, Florida

**BACKGROUND:**

- I. Introduction of Ordinance #1567..... **Swaine**
- II. **Purpose of Public Hearing:** ..... **Stewart**  
To receive public input on a Zoning Map Amendment specifically changing the Zoning Designation for approximately 0.24 acres located at 741 Shirley Street, Sebring, Florida (Parcel S-20-34-24-040-5350-0010) from Commercial District (C-2) to Multi-Family (R-4).
- III. **CFRPC Staff Report**..... **Stefanie von Paleske-Bush**
  - This is an applicant-initiated amendment to the Zoning Map from Commercial District (C-2) to Multi-Family (R-4) to allow the reconstruction of an existing house that was damaged during Hurricane Ian.
  - The Planning and Zoning Board held a public hearing on December 9, 2025 and voted to recommend approval to the City Council.
  - The City Council approved Ordinance #1567 on 1<sup>st</sup> reading at the December 16, 2025 meeting.
- IV. **Public comments/input/questions**..... **Stewart**
- V. **Adjourn public hearing**..... **Stewart**
- VI. **Council’s questions/comments**..... **Stewart**

**Attachment 1 – CFRPC Staff Report**

**Attachment 2 – Ordinance #1567**

**Attachment 3 – Notice of Ad**

**REQUESTED MOTION:** Approve Ordinance #1567 on second and final reading as presented.

**COUNCIL ACTION:**

\_\_\_\_ APPROVED                      Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
\_\_\_\_ DENIED                        Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_  
\_\_\_\_ TABLED TO: \_\_\_\_\_ OTHER

## **ATTACHMENT 1**



**CITY OF SEBRING  
REZONING  
STAFF REPORT  
January 6, 2026**

---

**TO:** CITY OF SEBRING CITY COUNCIL

**FROM:** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**Subject:** **Ordinance No. 1567:** An applicant-initiated request to change the zoning classification on approximately +/-0.24 acres located east of Zephyr Road and west of Shirley Street (parcel S-20-34-24-040-5350-0010) from C-2 to R-4 for residential development; located at 741 Shirley Street, Sebring, Florida

**AGENDA & HEARING DATES:**

Planning & Zoning Board Meeting: December 9, 2025; 5:30 PM (Public Hearing)  
City Council Meeting: December 16 2025; 5:30 PM (Public Hearing, First Reading)  
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**Attachments**

Aerial Photo | Future Land Use Map - Existing | Zoning Map - Existing | Zoning Map - Proposed | Ordinance 1567

**PLANNING AND ZONING BOARD ACTION:**

On December 9 2025, the Planning and Zoning Board **voted unanimously** to forward the proposed **rezoning** to the City Council with a **recommendation of approval**.

**CITY COUNCIL ACTION:**

On December 16, 2025, the City Council **voted unanimously** to approve Ordinance 1567 on first reading.

**CITY COUNCIL MOTION OPTIONS (SECOND READING):**

1. I move the City Council **approve Ordinance 1567 on Second Reading**.
2. I move the City Council **approve Ordinance 1567 on Second Reading with changes**.

**Overview:**

REZONING AMENDMENT	
Owner	Elizabeth Davis
Agent	Sarah Maier, Dewberry Engineers
Property Size	Total of ± 0.24 acres
Property Address	741 Shirley Street
Parcel ID	S-20-34-24-040-5350-0010
Future Land Use	DMUR
Zoning - Existing:	Commercial (C-2)
Zoning – Proposed:	R-4

**BACKGROUND AND REASON FOR REQUEST:**

The existing house on the property was damaged by Hurricane Ian. Rebuild Florida is working with the applicant to facilitate the reconstruction of the home. The property's current zoning does not permit a single-family dwellings. However, this zoning classification was not a result of any actions taken by the applicant. The applicant is requesting a zone change to allow for the reconstruction of the house.

**SURROUNDING PROPERTY AND PROPOSED DEVELOPMENT**

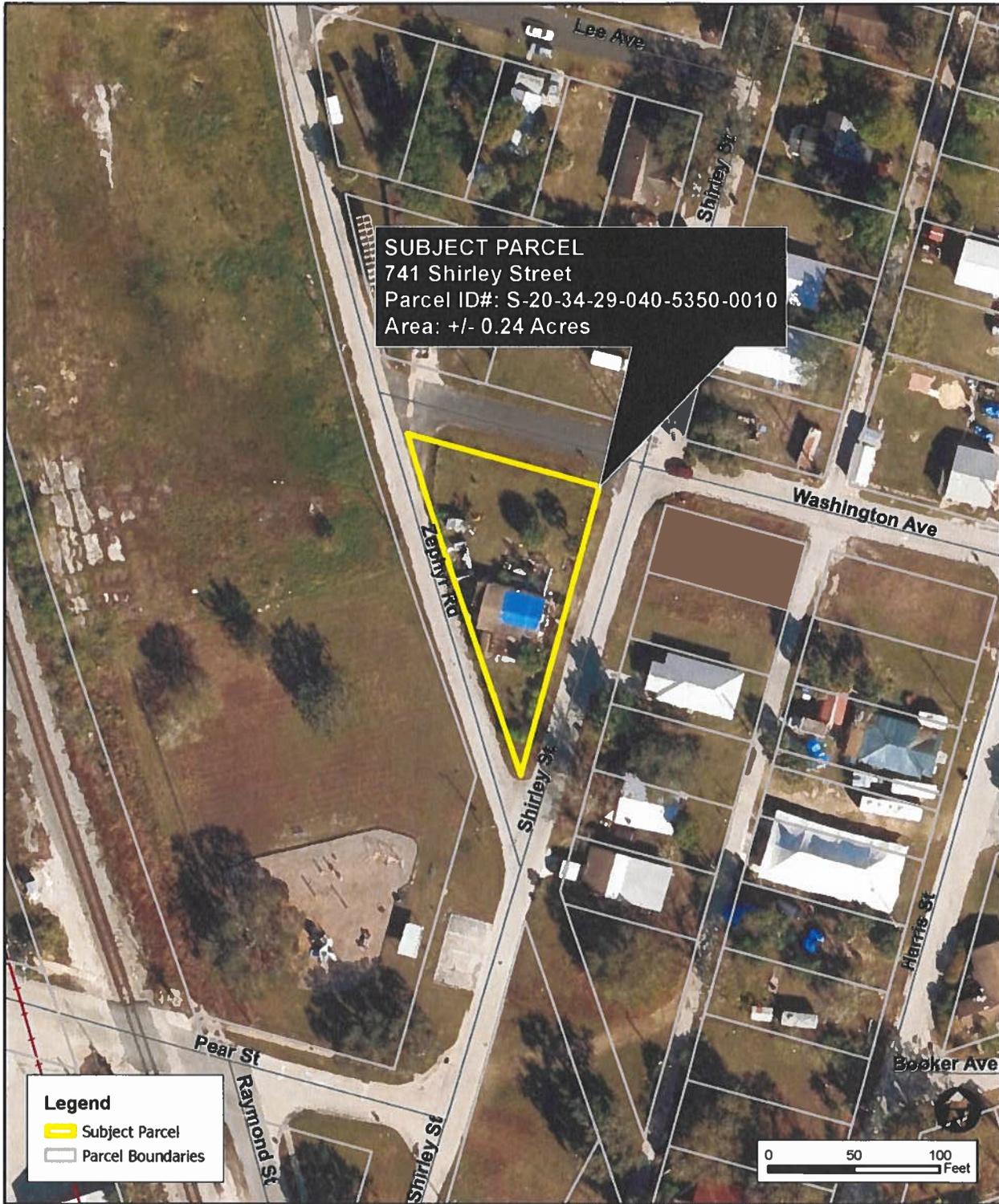
The properties surrounding the parcel include a mix of commercial buildings, vacant residential and CSX railroad.

**Land Use Matrix**

<b>Northwest</b>	<b>North</b>	<b>Northeast</b>
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<b>FLU: DMUR</b> <b>ZONING: C-2</b> <b>EXISTING USE</b> Vacant	<b>FLU: DMUR</b> <b>ZONING: C-2</b> <b>EXISTING USE:</b> Vacant	<b>FLU: DMUR</b> <b>ZONING: R-4</b> <b>EXISTING USE:</b> Single Family Residential
<b>West</b>	<b>Subject Property</b>	<b>East</b>
<b>EXISTING FLU: DMUR</b> <b>EXISTING ZONING: C-2</b> <b>EXISTING USE:</b> Vacant	<b>EXISTING FLU: DMUR</b> <b>EXISTING ZONING: C-2</b> <b>PROPOSED ZONING: R-4</b> <b>EXISTING USE:</b> Damaged house	<b>EXISTING FLU: DMUR</b> <b>EXISTING ZONING: R-4</b> <b>EXISTING USE:</b> Single Family Residential
<b>Southwest</b>	<b>South</b>	<b>Southeast</b>
<b>FLU: DMUR</b> <b>ZONING: C-2</b> <b>EXISTING USE:</b> Vacant	<b>FLU: DMUR</b> <b>ZONING: C-2</b> <b>EXISTING USE:</b> Single Family Residential	<b>FLU: DMUR</b> <b>ZONING:</b> Single Family (R-2) <b>EXISTING USE:</b> Single Family Residential

City of Sebring  
**Aerial Photo Map**



**COMPREHENSIVE PLAN COMPATIBILITY:**

The request is to change the zoning is consistent with the existing Future Land Use. The existing and proposed zoning district descriptions follow.

## **Existing Future Land Use:**

**City of Sebring Comprehensive Plan, Future Land Use Element, Policy 1.1.L, Downtown Mixed Use Redevelopment (DMUR):** This is a mixed-use redevelopment land use classification for the Sebring downtown area. This land use category is designed to encourage an energy efficient, compact, and environmentally friendly mix of residential, retail, commercial, medical, office, public, recreational, institutional use development and redevelopment. In order to encourage higher density in the urban core, this designation may allow densities up to 40 units per acre upon the review and approval of the Community Redevelopment Agency and the Sebring City Council. The Downtown Mixed-Use designation allows all uses permitted within the existing Mixed-Use Future Land Use designation and shall incorporate the intensities set within the mixed-use designation. Any development above 12 dwellings per acre must be approved either through the PD or Mixed-Use rezoning process. Additional controls for the Downtown Mixed Use Redevelopment designation can be found under Future Land Use Element Objectives 13 - 18. (Policy 1.1 (L) adopted by DMUR Ordinance # 1290, Feb 16, 2010) The maximum impervious surface ratio is 0.70. Within the Downtown Sebring CRA impervious surface ratio may be allowed up to 1.0 when it meets the design criteria of the CRA. The maximum building height shall be 50 feet except the height may be up to 100 feet when approved by the City Council as part of a PD in conjunction with an approved Development Agreement. Public and utility uses are allowed as accessory to the permitted uses in the category.

## **Existing Zoning:**

### **City of Sebring, Code of Ordinances, City of Sebring Section 26-141. – Commercial District (C-2)**

- (a) *Uses permitted.* Uses permitted in the C-2 district are:
- (1) Any use permitted in the C-1 district.
  - (2) Any business or establishment of a general retail, wholesale or service type.
  - (3) Light manufacturing or industrial plant.
  - (4) Lumber and storage yards.
  - (5) Industries not detrimental to the health and welfare of the community by the emission of odors, dust, smoke or fumes.
  - (6) Canneries for citrus and vegetables.
- (b) *Uses prohibited.* Uses prohibited in the C-2 district are single-family homes, group homes, and community residential homes.
- (c) *Building height limit.* The maximum building height shall be 50 feet.
- (d) *Area and yards.* There shall be no minimum area, front, side and rear yard requirements except as they pertain specifically to dwellings, in which case the provisions for the particular type of dwelling shall govern. Ample and adequate space shall be left around and about each industrial plant or other development to permit ready and easy access of firefighting apparatus in case of fire.
- (e) *Building area.* There are no minimum building area requirements, except that in no case shall a single-family, two-family or multiple-family dwelling be erected on a site that provides

an area less per family than is required under the minimum area provisions stipulated for R-1, R-2 and R-3 districts.

- (f) *Fencing.* All lumberyards, junk dealers, auto-wrecking yards, recycling centers, new or used building material yards, and auto paint and body shops where the materials that are for sale, to be worked on or stored are not housed within a building, shall have such materials completely screened from the view of adjacent properties and streets by fences of not less than six feet in height and constructed in conformance with the fence code of the city.
- (g) *Site plan review.* The purpose of this section is to establish a commercial-industrial district that is well integrated with the community and to minimize the impact of commercial-industrial development on air and water quality. It is therefore required that before a building permit can be issued complete plans and specifications, including architectural design and type of construction, must be submitted to the building official and approved by him. Plans will be reviewed for compatibility with the character of surrounding neighborhood and historical districts. The applicant must also submit the following information:
  - (1) A map depicting the location of the proposed industrial use with evidence that the site selected will provide the least impact on air quality standards.
  - (2) Documentation that ambient air quality in the city will not be lowered by the proposed development.
  - (3) Evidence of the adequate use of landscaping to promote air quality and reduce noise and view impacts by the development upon adjacent property.
- (h) *Impervious surface.* New developments shall not exceed 70 percent impervious surface on the site except in the case where an existing building has been destroyed by an act of nature. In such cases, a building of the same size as that destroyed may be replaced.
- (i) *Open space.* All multi-family and nonresidential development shall provide a minimum of ten percent open space.
- (j) *Conditional uses permitted in the C-2 district.* Permitted only by conditional use permit, pursuant to the requirements set forth in section 26-41:
  - (1) PWS facilities pursuant to the standards contained within chapter 19.

### **Proposed Zoning:**

**City of Sebring, Code of Ordinances, City of Sebring Section 26-135. – Multiple-family residential districts: R-2 one- and two-family district; R-3 multiple-family district; R-3P multiple-family/professional district; R-4 multiple-family district.**

- (a) *Establishment of multiple-family residential zoning districts.* The full names, short names, and map symbols of the multiple family residential zoning districts are established below:
  - (1) R-2 one- and two-family district is a single-family and two-family residential area with a density up to 5.8 dwelling units per acre with a lot area of 15,000 square feet for a duplex where the city's goal is to serve the district with city water and sewer.

- (2) R-3 multiple-family district is a multi-family zone that allows single-family and two-family dwellings with a lot area of 15,000 square feet for multi-family and a maximum density of 12 dwelling units per acre where the city's goal is to serve the district with city water and sewer.
- (3) R-3P multiple-family/professional district is a multi-family zone that allows professional offices, single-family and two-family dwellings with a lot area of 15,000 square feet for multi-family, and a maximum density of 12 dwelling units per acre where the city's goal is to serve the district with city water and sewer.
- (4) R-4 multiple-family district is a multi-family zone that allows single-family and two-family dwellings with a lot area of 15,000 square feet for multi-family and a maximum density of 12 dwelling units per acre. Construction of dwellings is allowed on the lots that are smaller than the minimum lot size with a number of 4,500 square foot lots eligible for construction of dwellings where the city's goal is to serve the district with city water and sewer.

**Development Requirements:**

- Minimum square footage = 800 square feet
- Minimum lot size = 6,500 square feet
- Minimum lot width = 80 feet
- Setbacks
  - Front = 15 feet
  - Side = 5 feet
  - Rear = 20 feet

**Public Facilities and Services Analysis:**

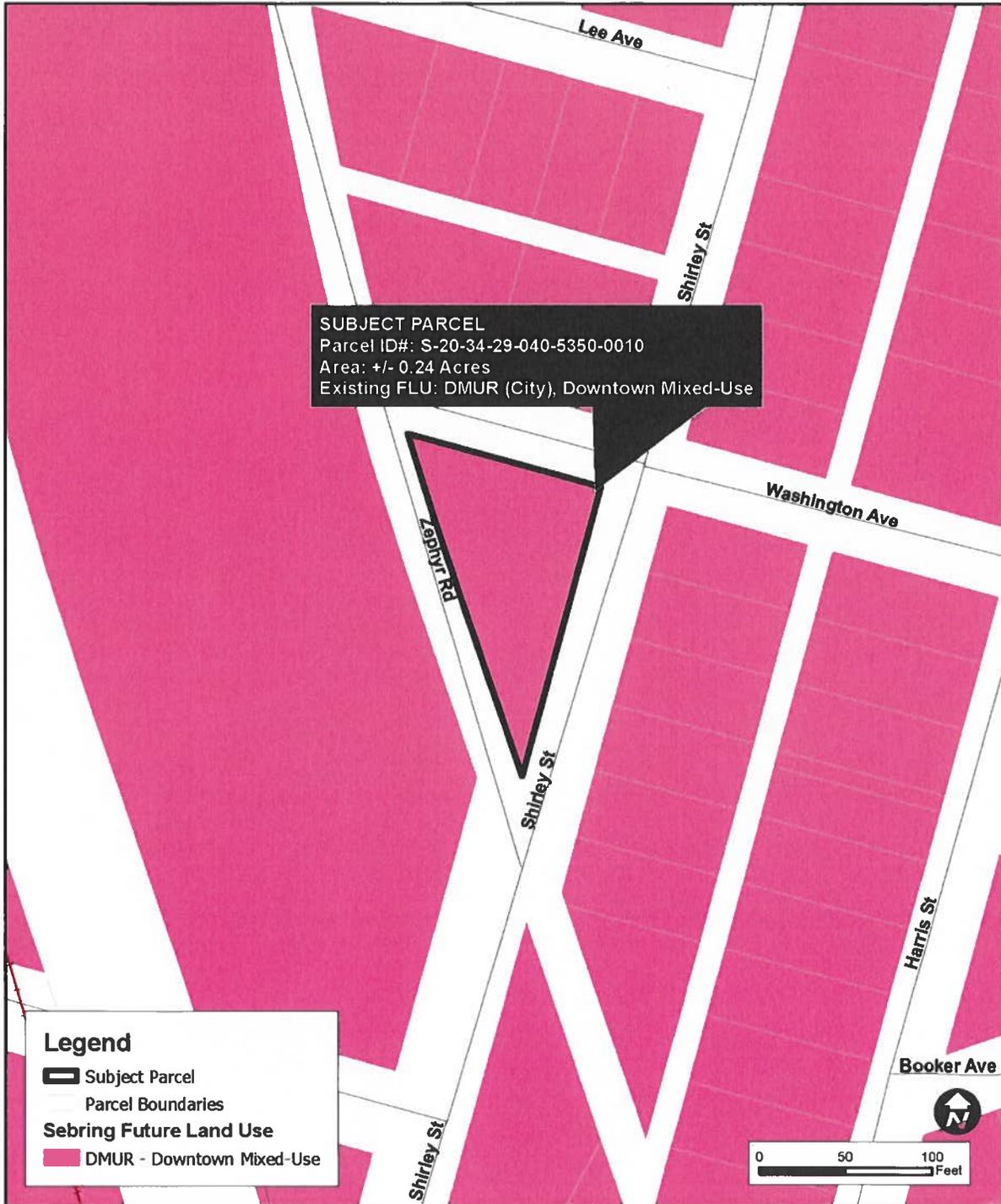
The following is a summary analysis of the potential impacts on existing public facilities and services.

Water and sewer are available to the site, no additional impacts are anticipated.

The site is built out with an existing house that was damaged during Hurricane Ian. The applicants are proposing to replace the damaged house. The change in zoning will not create any negative impacts to existing public facilities and services.

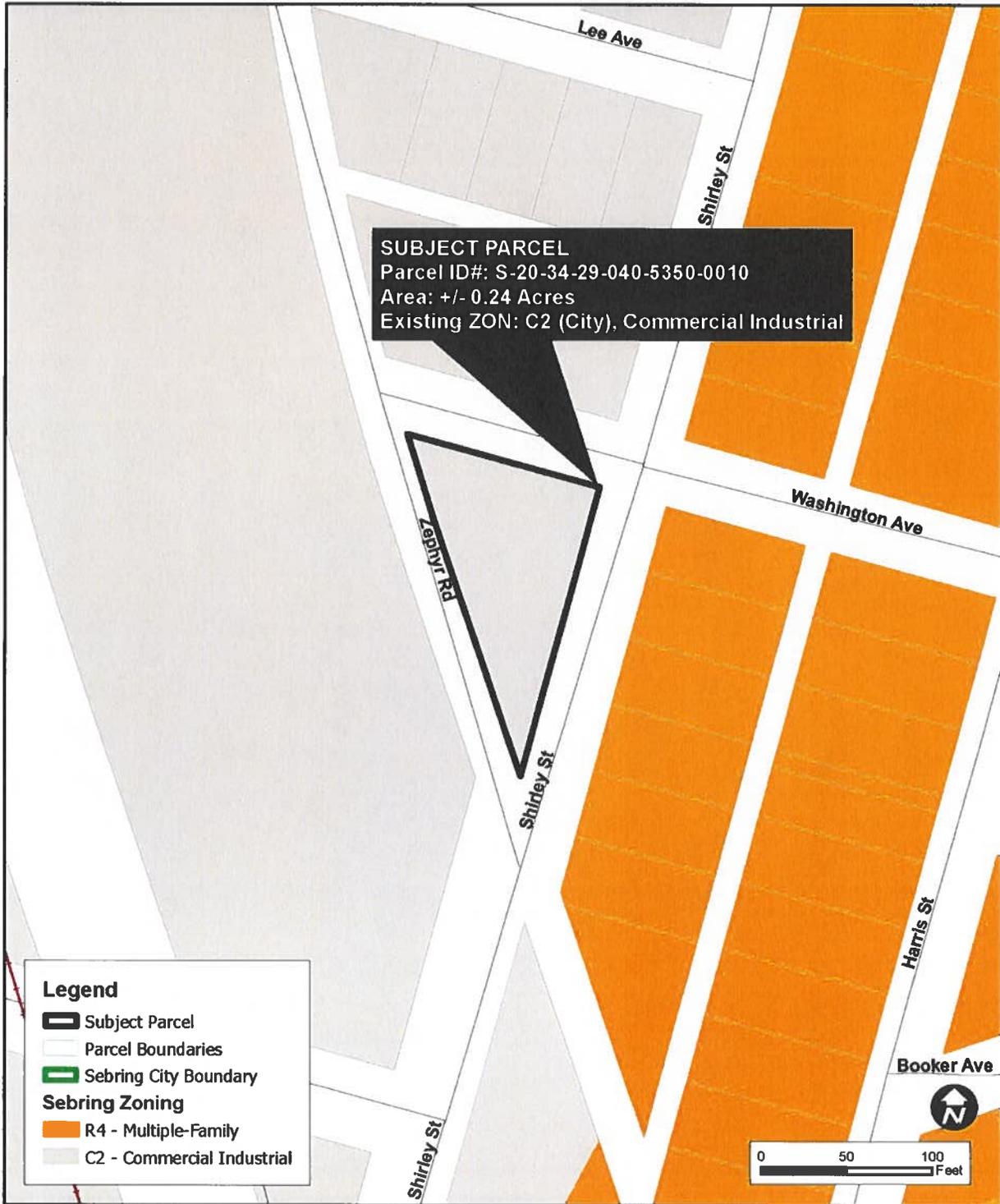
**Future Land Use Map**

# City of Sebring Future Land Use Map



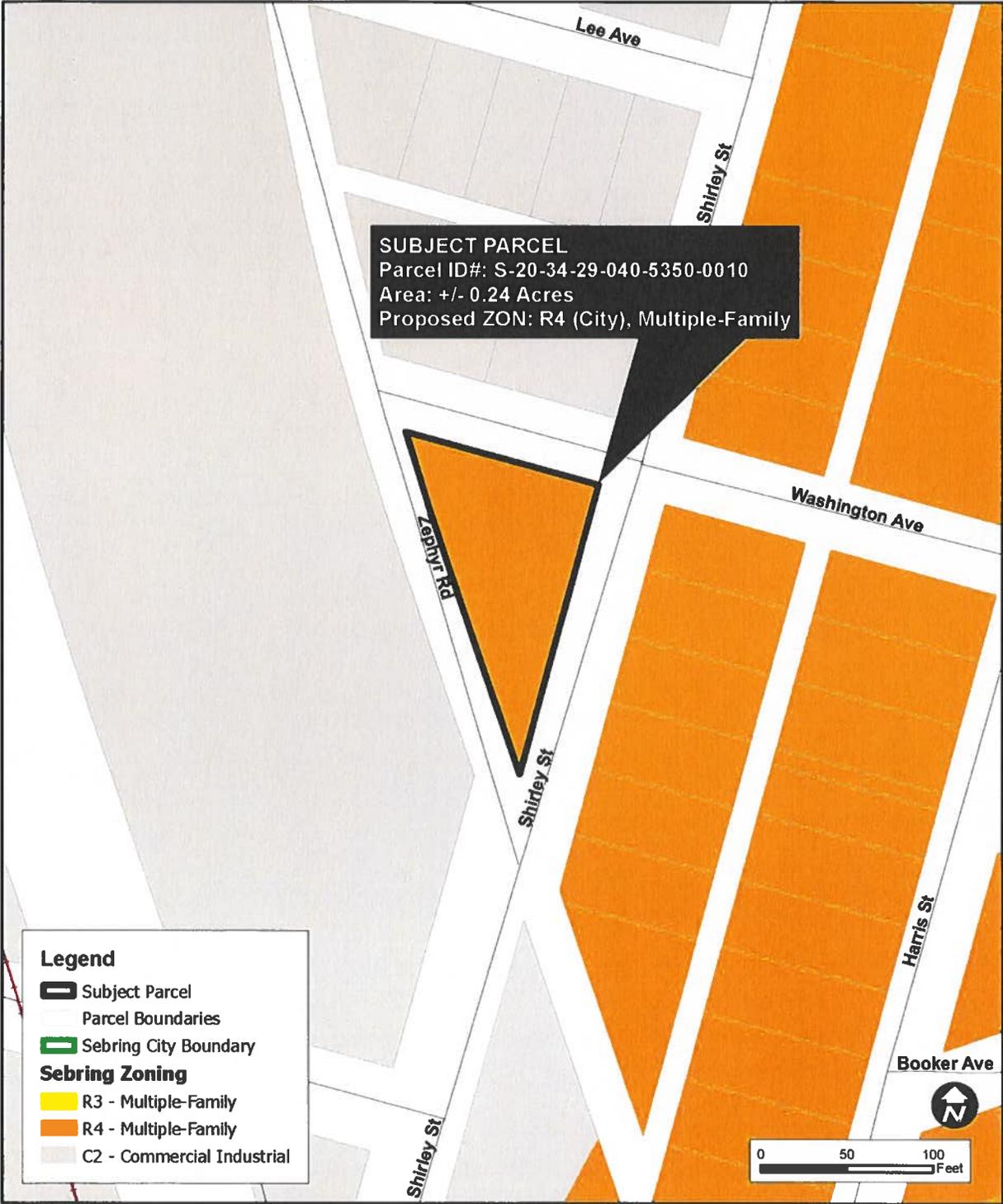
## Existing Zoning

# City of Sebring Zoning Map



## Proposed Zoning

# City of Sebring Zoning Map



**CITY OF SEBRING  
AMENDMENT APPLICATION**

**Application Number \_\_\_\_\_**  
(Check all that apply)

**Zoning Map Atlas amendment** (Code of Ord. Chapter 26): Change from C-2 to R-3 (Sections II-VII)

**Small Scale Comprehensive Plan Map Amendment**: Change from \_\_\_\_\_ to \_\_\_\_\_ (Sections II-VII)

**Large Scale Comprehensive Plan Map Amendment**: Change from \_\_\_\_\_ to \_\_\_\_\_ (Sections II-VIII)

**Zoning Text Code of Ord. Chapter 26**: Change Section \_\_\_\_\_ to \_\_\_\_\_ (See staff for requirements)

**Comprehensive Plan Text amendment**: Element \_\_\_\_\_ Policy: \_\_\_\_\_ (See staff for requirements)

**Note:** All amendment applications require Agent Affidavits if Agents are to be used (see pages 8 & 9 for copies of Owner's & Agent's Affidavits)

\*\*\*\*\*

**SECTION I: THIS SECTION FOR STAFF USE ONLY:** Date of Application: \_\_\_\_\_  
AMOUNT OF FEE: \_\_\_\_\_ Tax Map No.: \_\_\_\_\_  
CASE #: CPA- \_\_\_\_\_ - \_\_\_\_\_ P&Z # \_\_\_\_\_  
HEARING DATES: 1st. P&Z/LPA \_\_\_\_\_; 1st. City Council \_\_\_\_\_  
Date Transmitted \_\_\_\_\_  
2nd. P&Z/LPA \_\_\_\_\_; 2nd. City Council \_\_\_\_\_

\*\*\*\*\*

**PLEASE PRINT OR WRITE CLEARLY ALL REQUESTED INFORMATION:** This application and all required supplemental information must be properly completed according to the instructions. All information and exhibits submitted in connection with the application will become a permanent part of the public records of City of Sebring, Florida. Please submit the application to the Zoning & Planning Department to be checked for completeness by staff before the applicable deadline. The Department accepts no responsibility for the completeness and accuracy of the application and will not provide an approved form of advertisement for public hearing until all information requested is determined to be accurate and complete. It is recommended that the applicant, agent or representative be present at all public hearings. All application fees must accompany application. Costs of City consultant fees, City attorney(s) fees, engineer(s), planner(s), and others as needed shall be billed separately and paid prior to final adoption.

\*\*\*\*\*

**SECTION II: APPLICANT & PROPERTY INFORMATION:**

1. **Name of Property Owner:** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application):

Print Name: Elizabeth Davis

Mailing Address: 741 Shirley Street, Sebring, FL

Telephone No. ( ) (813) 323-2616

2. **Name of Agent:** (Complete the **Agent Affidavit (attached)** from property owner, which must accompany application, giving agent authority to represent this application.)

Print \_\_\_\_\_ Name:  
Dewberry c/o Sarah Maier

Mailing Address: 800 N. Magnolia Ave., Suite 1000, Orlando, FL 32803

Telephone No. ( ) 321.354.9653



**13. Density or Intensity of Proposed Development**

**A. Proposed Number of Dwelling Units desired or number of Square Feet of Commercial space:** one (1) dwelling unit

**B. Commercial Intensity:** The proposed maximum intensity (Impervious Surface) is N/A square feet and      percent of the entire lot.

**How to calculate Impervious Surface:**

(1). Proposed Parcel Size (if increasing area): N/A

(2). Proposed Impervious Surface: building footprints + paved parking + other paved areas = N/A sq. ft.)

(3). Proposed Impervious Surface % (sq. ft.) divided by Existing Parcel Size (sq. ft.) = N/A

**C. Proposed Floor Area Ratio (FAR) (if applicable) =** gross floor area of buildings: N/A / Parcel size (sq. ft.)= N/A FAR

**14. Reasons why the application should be approved:** The applicant is currently living in the existing house on the property, which was damaged by Hurricane Ian. Rebuild Florida is working with the Applicant to reconstruct their house. The current zoning does not allow for a single family home, a rezoning is needed so that the Applicant can rebuild a house and continue to live on their property.

\*\*\*

**SECTION V: TAX MAP AND OWNER'S OR AGENT'S AFFIDAVIT**

**15. Tax Map:** Boundary of the site and the location of the proposed development action should be shown. This map may be secured from the County Property Appraiser's office. Property owners within 200 feet of the property showing each parcel of land within 200 feet of the property being considered

**16. Owners and Agents Affidavit:** An Owner's and Agent's Affidavit must be completed and submitted as part of all applications.

\*\*\*\*\*

**SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:** If a rezoning is proposed, this section of the application must be accompanied by Sections I through VI (Items # 1 through # 25) to be determined complete.

**17. List of Property Owners:** List all current property owners within a 200 feet radius of the property being considered for a rezone, including names, mailing addresses, legal descriptions and STRAP numbers of their properties.

**18. Posting:** The property for which the zoning change is proposed shall be posted on all sides fronting on public streets with a notice of application for zoning change in such form as shall be required by the Zoning Supervisor. The notice shall be posted at least 15 days prior to the public hearing by the applicant in an open and conspicuous place, adjacent to the property line, to allow the general public to read the notice. Proof of such posting shall be provided to the city.

**19. Mail:** An approved form of notice shall be mailed by the applicant to all owners of property lying within 200 feet of the property for which the proposed change of zoning is requested not less than 15 days prior to the public hearing. A certificate of mailing of such notices from the U.S. Post Office shall be submitted to the city prior to the hearing.

**NOTE:** The publication of all notices required for any zoning change or future land use change ordinances shall be at the expense of the party requesting the change.

**20. Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners?  Yes  No

21. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? [ ] Yes [X] No

22. **Planned Unit Development (PUD) Site Plan:** A Site Plan is required for all Planned Unit Development which indicates building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. Accompany the site plan with a letter of intent describing proposed dwelling unit density, setbacks from property boundaries and distances between buildings. (See Section 26-138.5 of the Code of Ordinances City of Sebring, Florida for PUD requirements. N/A

23. **Pre-Development Conference:** Was a Pre-Development Conference held with all involved City Departments prior to filing this application? [X] Yes [ ] No. If yes, what were the results?

Emails were exchanged between Staff and Dewberry. Staff advised that a rezoning to the R-3 zoning district would be the most appropriate zoning district.

24. **Proposed or existing Plat:** If it will have bearing on the application, or if more than one zoning classification is being requested, it is necessary to show the exact areas to be covered by the different zoning and Comp Plan classifications. The legal description of each different zoning classification is requested and must be included. (Attach to application, if applicable) N/A

25. **Land Survey:** Copy of survey by a Florida registered land surveyor. (Attach to application, if applicable) Please see included survey.

26. **Dedications:** Show all dedications or easements within or abutting the property that is the subject of the application. Please see included survey.

\*\*\*\*\*  
**SECTION VII: REQUIRED AND ADJACENT PUBLIC FACILITIES:**

**27. Potable Water**

- (a) Provider: City of Sebring
- (b) Improvements Needed: None anticipated - replacement of existing house
- (c) Letter from City of Sebring Utilities Department confirming (date/file number/location) adequacy of existing water supply and existing system to serve the proposal if developed within an immediate time-period or a signed and enacted development agreement limiting the timing of growth/development to available capacities.
- (d) Who is going to pay for improvements, when, and how much: N/A

**28. Sanitary Sewer**

- (a) Provider: City of Sebring
- (b) Improvements Needed: None anticipated - replacement of existing house
- (c) Letter from City of Sebring Utilities Department confirming (date/file number/location) adequacy of existing water supply and existing system to serve the proposal if developed within an immediate time-period or a signed and enacted development agreement limiting the timing of growth/development to available capacities.
- (d) Who is going to pay for improvements, when, and how much: N/A

29. **Solid Waste Disposal:** The proposed development will be served by the City. **Note:** The required level of service for the City is based upon the landfill capacity to accommodate at least 7 pounds per capita per day. Continue existing solid waste disposal service.

30. **Recreation and Open Space:** The recreation and open space level of service adopted by City will be met at the time of development by (State what facilities will be created, if any): N/A

\*\*\*\*\*

**SECTION VIII: ADDITIONAL COMPREHENSIVE PLAN AMENDMENT INFORMATION:** This section of the application must be accompanied by Sections I through VI (Items # 1 through # 30) and a completed traffic review application from the County Engineer.

**31. Environmentally Sensitive Lands**

A. **(Wetlands (Cutthroat grass seeps when they are wetlands) or Xeric Uplands**

are /  are not on the property.

B. **Floodplains**  are /  are not on the property (FEMA Map # \_\_\_\_\_). If present, show the location of the flood hazard areas on the subject property.

C. **Map or documentation:** Provide either a map (the Highlands County Conservation Overlay Map is sufficient) or a letter or form from Highlands County, the applicable State of Florida Agency (DEP or Southwest Florida Water Management District) or Federal Agency (granting mitigation or designating location of the Environmentally Sensitive Lands on the site.

If there is no letter or form designating or mitigating the parcel, please show the extent of these lands and the location of endangered and threatened species habitats on the subject property. The source of this information can be the Highlands County Conservation Map or if another source, then the source is: \_\_\_\_\_

D. A Soil Survey Map (Map # \_\_\_\_\_) from the Highlands County Soil Survey (secured from Natural Resource and Conservation Service) for showing the location of soil associations on the subject property can be used to show the wetlands. See attached NRCS Soil Survey Map

32. **Historic Properties**  are /  are not on the subject property, as reported in "The Historic Properties of City". The historic properties are \_\_\_\_\_

33. **Schools:** Every application requesting a Comprehensive Plan Category change, that will generate new residential dwelling units and a permanent population, will secure from the Highlands County School District a **letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: (See the attached model letter requesting this information from the School District) Please attach their letter to this application. **This application will not be complete without this letter.** N/A

A. The anticipated number of students that will be generated by the proposed development: N/A

B. The School to be assigned the anticipated students:

N/A Elementary School Attendance Zone

N/A Middle School Attendance Zone

N/A High School Attendance Zone

(Name)

C. Existing excess capacity of:

         in N/A Elementary School to accommodate the students.

         in N/A Middle School to accommodate the students.

         in N/A High School to accommodate the students.

34. **Traffic Circulation:** Complete the table below by filling in the names of the roads adjacent to the property and all major (affected) roads within one mile of the parcel(s) being proposed as either commercial or industrial. Secure the adopted level of service from the County Engineer.

Adjacent Road Name and Description	Existing Level of Service
Shirley Street	
E Railroad Street	
Pear Street	

Continue # 35 on separate sheet, if necessary. **Note:** The required level of service for the City of Sebring and the County for Transportation Level of Service are as follows:

<b>Functional Classification</b>	<b>Peak Hour/Peak-Season Level of Service</b>	
	<b>County</b>	<b>City of Sebring</b>
Principal Arterial-	C	C
Minor Arterial -	C	
Major Collector-	C	D
Minor Collector -	C	D

35. **Traffic Concurrency Clearance:** All traffic information shall conform to Article Four, Appendix A , Traffic Impact Study (TIS) Procedures of the Highlands County Land Development Regulations. Secure appropriate clearance from the County Engineer before submitting this application.

- X   A. Small Project: No concurrency review required.
- N/A   B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment  
TIS: A development which generates more than 50 but less than 1,000 trips a day:  
\_\_\_\_\_ 1. Required with the application.  
\_\_\_\_\_ 2. No Traffic Review required now; concurrency review required at time of development.
- N/A   C. Land Development Traffic Assessment (major traffic study) a development which generates more than 1,000 trips a day.  
\_\_\_\_\_ 1. Required at time of development.  
\_\_\_\_\_ 2. Required with application

**Comprehensive Plan Amendment Traffic Analysis:** In the event this application is for a Large Scale Plan Amendment, a Comprehensive Plan Amendment Traffic Impact Study (TIS) shall be required. The Applicant and/or the traffic consultant are/is required to schedule a Pre-Application Conference with the County Engineer to determine the TIS scope, methodology and submission requirements. A completed TIS is to be submitted with this application before it is determined complete for processing. **This Application will not be complete without the Traffic Impact Study.** The Applicant is to be aware of the time required to complete the TIS and the application submission due dates for large Scale Plan Amendments.

---

Reviewer's Signature                      Date                      County Engineer's Signature                      Date

## **ATTACHMENT 2**

**ORDINANCE NO. 1567**

**AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION OF FOR A PARCEL THAT TOTALS APPROXIMATELY 0.24 ACRES LOCATED AT 741 SHIRLEY STREET (PARCEL S-20-34-24-040-5350-0010) FROM COMMERCIAL DISTRICT (C-2) TO R-4 MULTIPLE-FAMILY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the subject property, owned by Elizabeth Davis, consists of approximately 0.24 acres and is the subject of this ordinance and represents a change to the Zoning Map by changing the Zoning designation from Commercial (C-2) to Multiple-family District (R-4); and

**WHEREAS**, the applicant is currently living in the existing house on the property, which was damaged by Hurricane Ian and Rebuild Florida is working with the Applicant to reconstruct their house; and

**WHEREAS**, the current zoning does not allow for a single-family home and the Applicant would like to amend the zoning to a district that will permit them to rebuild their damaged house; and

**WHEREAS**, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the City; and

**WHEREAS**, on December 9, 2025, in accordance with Section 163.3174, Florida Statutes, and applicable law, the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

**WHEREAS**, on December 9, 2025, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the City's Planning and Zoning Board; and

**WHEREAS**, on December 9, 2025, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the City Council; and

**WHEREAS**, as a result of this Ordinance being initiated by the Applicant (not the municipality), the City Council of the City of Sebring held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

**WHEREAS**, in exercise of its authority, the City Council of the City of Sebring has determined it necessary to amend the Official Zoning Map to change the City zoning designations assigned to the this property.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEBRING, FLORIDA**, that:

**Section 1.** The official zoning map of the City of Sebring is amended to change the zoning classification from Commercial (C-2) to Multiple- Family District (R-4) for the real properties shown in Exhibit "A" which is attached and made a part hereof.

**Section 2.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

**Section 3.** If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4.** Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

**Section 5.** This Ordinance shall not be codified in the Code of Ordinances of the City of Sebring, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Sebring. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 6.** The effective date of this ordinance shall be immediately upon passage on second reading.

**PASSED ON FIRST READING**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PASSED** at a regular meeting of the City Council of the City of Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest: \_\_\_\_\_  
Kathy Haley, City Clerk

\_\_\_\_\_  
Josh Stewart, President  
City Council, City of Sebring, Florida

This Ordinance was adopted after reading at two separate meetings after notice being properly published in a local newspaper and was duly passed on the \_\_\_\_ day of \_\_\_\_\_, 2026, and the same is hereby certified to the Mayor for his approval or disapproval.

**WITNESS** my hand and seal at Sebring, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida

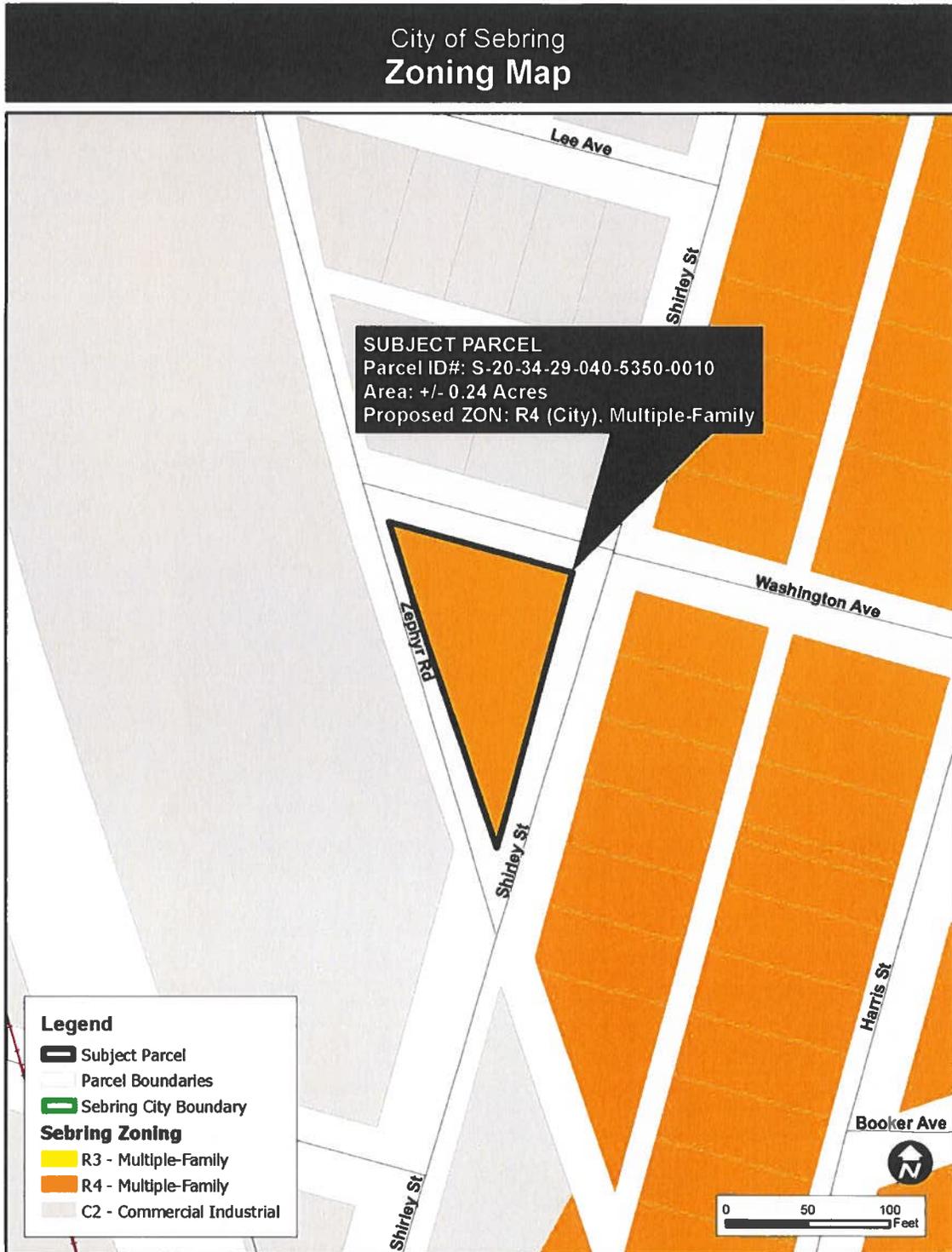
The foregoing Ordinance was received by me this \_\_\_\_ day of \_\_\_\_\_, 2026, and by me approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
John C. Shoop, Mayor  
City of Sebring, Florida

**I, Kathy Haley**, City Clerk of the City of Sebring, Florida, hereby certify that a copy of the foregoing Ordinance was posted by me at the door of the City Hall on the \_\_\_\_ day of \_\_\_\_\_, 2026, and that same remained so posted until the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Haley, City Clerk  
City of Sebring, Florida

# ORDINANCE 1567 EXHIBIT "A" PROPOSED ZONING MAP



**ATTACHMENT 3**

# STATE NEWS

## Judge sets \$60K bond for congresswoman accused of stealing \$5M in COVID-19 funds

BY FREIDA FRISARO AND KATE PAYNE  
Associated Press

**FORT LAUDERDALE (AP)**—A federal judge in Miami set a \$60,000 bond Tuesday for U.S. Rep. Sheila Cherfilus-McCormick, who made her first appearance in court on charges of conspiring to steal \$5 million in federal disaster funds meant to slow the spread of the COVID-19 pandemic in 2021.



J. SCOTT APPLEWHITE/AP Rep. Sheila Cherfilus-McCormick, D-Fla.

The Florida Democrat is facing 15 federal counts that accuse

her of stealing funds that had been overpaid to her family's health care company, Trinity Healthcare Services, prosecutors alleged. The company had a contract to register people for COVID-19 vaccinations. Cherfilus-McCormick stood with her attorneys as Judge Enjolié Lett read all 15 charges, the South Florida Sun Sentinel reported. She told the judge she is aware of the charges she faces.

She said in a statement sent to the AP that she plans to fight for her constituents. "Today I made my initial appearance in a case that is both politically timed and politically motivated," Cherfilus-McCormick said in the statement. "Let me be clear: I am innocent and I look forward to my day in court. This has been a fight not just for my name — it's a fight for my constituents, an

attack on the progress we have been making and the movement we have started." She said she will not be "intimidated or silenced." In addition to bail, the judge said Cherfilus-McCormick must surrender her personal passport, and she is restricted from traveling to and from Florida from anywhere other than Washington, D.C., Maryland and the Eastern District of Virginia.

The congresswoman will be allowed to retain her congressional passport so she can do certain duties for her job. In a federal indictment unsealed earlier this month, prosecutors claimed that within two months of receiving the funds in 2021, more than \$100,000 had been spent to purchase a 3-carat yellow diamond ring for the congresswoman. The health care company owned by Cherfilus-McCormick's family had received payments through a COVID-19 vaccination staffing contract, the indictment

said. Her brother, Edwin Cherfilus, requested \$50,000, but they mistakenly received \$5 million and didn't return the difference. Cherfilus-McCormick has denied the charges, through her attorney, David Oscar Markus. Prosecutors said the funds received by Trinity Healthcare were distributed to various accounts, including to friends and relatives who then donated to Cherfilus-McCormick's campaign for Congress.

Cherfilus-McCormick won a special election in January 2022 to represent Florida's 20th District, which includes parts of Broward and Palm Beach counties, after Rep. Alcee Hastings died in 2021. The charges she faces include theft of government funds; making and receiving straw donor contributions; aiding and assisting a false and fraudulent statement on a tax return; and money laundering, as well as conspiracy charges associated with each of those counts.

### CITY OF SEBRING NOTICE OF PUBLIC HEARINGS

YOU ARE HEREBY NOTIFIED that PUBLIC HEARINGS will be held and ordinances will be considered in the Council Chambers, City Hall, 368 South Commerce Avenue, Sebring, Florida, as follows:

1. A public hearing before the City of Sebring Planning and Zoning Board and Local Planning Agency on **Tuesday, December 9, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible. Consideration will be given whether to recommend that City Council adopt **Ordinance No. 1567**.
2. The First Reading will be held before the City Council on **Tuesday, December 16, 2025**, beginning at 5:30 p.m., or as soon thereafter as possible to consider **Ordinance No. 1567**.
3. The Second Reading (Adoption Public Hearing) for this amendment will be held by the City of Sebring City Council on **Tuesday, January 6, 2026** beginning at 5:30 PM or as soon thereafter as possible to consider adoption of **Ordinance No. 1567**.

#### AND ORDINANCE 1567:

AN ORDINANCE OF THE CITY OF SEBRING, FLORIDA CHANGING THE ZONING CLASSIFICATION APPROXIMATELY +/-0.24 ACRES LOCATED EAST OF ZEPHYR ROAD AND WEST OF SHIRLEY STREET (PARCEL S-20-34-24-040-5350-0010) FROM C-2 TO R-4 FOR RESIDENTIAL DEVELOPMENT; LOCATED AT 741 SHIRLEY STREET, SEBRING, FLORIDA PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.



THE CITY OF SEBRING DOES NOT DISCRIMINATE UPON THE BASIS OF AN INDIVIDUAL'S DISABILITY STATUS. THIS NON-DISCRIMINATORY POLICY INVOLVES EVERY ASPECT OF THE CITY'S FUNCTIONS, INCLUDING ONE'S ACCESS TO, PARTICIPATION IN, EMPLOYMENT OF, OR TREATMENT IN, ITS PROGRAMS AND/OR ACTIVITIES. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT KATHY HALEY, CITY CLERK, AT 368 SOUTH COMMERCE AVENUE, SEBRING, FLORIDA 33870, TELEPHONE (863) 471-5100, NOT LATER THAN TWENTY-FOUR (24) HOURS PRIOR TO THE PROCEEDING. IF HEARING OR VOICE IMPAIRED, PLEASE CALL THE CLERK THROUGH FLORIDA RELAY SERVICE: (TDD) 1-800-955-8771, OR VOICE (V) 1-800-955-8770, VIA FLORIDA RELAY SERVICE.

## Entomologist's gift creates a home for students, future scientists – and a legacy of belonging

SPECIAL TO THE HIGHLANDS NEWS-SUN  
Provided by UF/IFAS

The University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) celebrated a milestone moment earlier this month when the doors opened to the Pauline O. Lawrence Student Residence at the UF/IFAS Tropical Research and Education Center (TREC).



The new dormitory, built to provide graduate students with a home away from home in the heart of South Florida's agricultural landscape, is a residence that comes full circle for the alumna donation with her late husband will serve as a legacy and special place to future students, no matter where they come from.

Located at 18905 SW 280 St. in Homestead, the new dormitory consists of eight bedrooms and four bathrooms, a spacious eat-in kitchen with an extended counter, a roomy living area and a generous screened-in patio overlooking the tropical fruits, vegetables and plants that faculty cultivate and study at TREC. "Graduate students are the heartbeat of our work at TREC," said Edward "Gilly" Evans, TREC's center director. "They bring new ideas, new energy, innovation and new perspectives to every project. The Pauline O. Lawrence Student Residence will give them more than a roof over their heads — it gives them a sense of home, of safety and of shared purpose as they prepare to make their own mark on the world."

breathtaking views offered from the new student residence that sits at the center of the campus in the agricultural heart of Miami-Dade County will house eight graduate students conducting tropical and subtropical research. It carries profound meaning for its namesake, Pauline O. Lawrence, a pioneering scientist, alumna and philanthropist whose journey to this moment embodies both courage and compassion. "This is your home away from home," Lawrence said of the new dormitory. "I want students to feel safe, to develop community and to look out for one another — regardless of where they're from. Forget about politics, race or religion. In this house, you take care of each other."

The new residence honors Lawrence, a pioneering entomologist and trailblazer whose name now graces the first building in the university's history named after a Black person. "Decades after her own student experience at TREC, Lawrence's generosity demonstrates her recognition of the continuing need to support today's students and a desire to make continuing impact," said Scott Angle, UF's senior vice president for agriculture and natural resources and leader of UF/IFAS. "The graduate student dormitory will be her legacy that fosters development of future scientists and the many discoveries they will generate." When she arrived as a graduate student in the late 1960s, Lawrence became both a pioneer and a symbol of resilience: the first Black female graduate student in entomology at UF, and the first woman ever to live and study on the TREC campus.

The peaceful and

**CITY OF SEBRING**  
**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Noethlich/Robinson

AGENDA ITEM#: 13 A – Project Report

BACKGROUND:

- West Lake Jackson Project – CivilSurv has completed 100% deliverables for Phase I, II, III and IV and is working on the required easements and environmental resource permitting.
- Potential FDOT road swap of a portion of SR17 – City, County and FDOT had a preliminary meeting to discuss and will be discussing the logistics of the swap – approximate time frame provided by the State was 1.5 – 2 years. FDOT has set meetings for fourth Thursday of each month. Meeting was held on February 6th and proposed roads for the roadway swap were agreed upon. Staff had a meeting with FDOT on October 30th. No new updates.
- Relocation of Public Works/Utilities – Contract for land purchase has closed. Staff is reviewing site plan cost proposal from engineering firm. Grove clearing has been suspended until Environmental resource permit(s) can be obtained. Staff is working on scheduling site visits of other public works / utilities facilities in the state. Staff has visited two sites in Central Florida.
- Purchase of building & parking lot at 126 W. Center Ave. has closed. Moisture survey has been performed and the City has received results. Contracted for bid specification development and award services for the elevator(s). Staff has been advised that we should utilize the services of an architect for the interior build out. RFQ seeking to create a library of professional architects has been issued.
- Foreclosure on Liens process. Weidner Law Firm agreement has been executed and Code Enforcement is in contact with the firm. Weidner Law Firm is working on ten properties provided by code enforcement.
- Illinois Pondweed: **City staff met with senior FWC officials to discuss the ongoing Illinois pondweed issue and advised that the City has submitted a member project request to Senator Grall's office seeking funding to initiate targeted treatment and support native vegetation restoration that benefits the lake and is more manageable long term. FWC's response was generally positive; however, agency staff emphasized concerns regarding the availability of funding for management of native vegetation and noted limited public feedback received to date regarding treatment of the species. If the community wishes to provide feedback to FWC regarding Illinois pondweed in Lake Jackson, city staff can assist by providing appropriate contact information.**
- RFP for Sebring Municipal Golf Course was advertised on Friday, November 7, 2025. A non-mandatory site visit is scheduled for December 1st. Bid submittals for RFP are due on January 12, 2026.
- Staff is working on RFP for Women's Club.

REQUESTED MOTION: None; for informational purposes

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTOR: Haley

AGENDA ITEM#: 14A - City of Sebring Bills

BACKGROUND: The bills for the January 6, 2026 meeting will be emailed to you on January 2, 2026.

REQUESTED MOTION: Approve the payment of bills as presented.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

\_\_\_\_\_ DEFERRED Bishop\_\_ Carlisle\_\_ Havery\_\_ Kogelschatz\_\_ Stewart\_\_

\_\_\_\_\_ OTHER

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Mayor Shoop

AGENDA ITEM#: 14 B – Appointment to CRA Board

BACKGROUND: Mr. Willem Badenhorst has resigned his position on the CRA Board. His term would have expired September 30, 2026. The vacancy was posted on the City's web page and the Mayor, City Council and the press were notified. Three applications have been received.

- Mr. Raymond Bossert
- Mr. John Brugos
- Ms. Brooke McDermott

To be a member of this board you must reside in the City limits or be engaged in a business within the City limits as a business owner or employed by the business full-time.

The appointment will be to fill the unexpired term of Mr. Willem Badenhorst until September 30, 2026.

Board Member Applications are attached.

REQUESTED MOTION: No motion requested; fill vacancy as Council deems appropriate.

COUNCIL ACTION:

\_\_\_\_ APPROVED

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

\_\_\_\_ DENIED

Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_

\_\_\_\_ TABLED TO: \_\_\_\_\_ OTHER

- \*Council President Stewart will instruct the City Clerk to read the names in alphabetical order.
- \*A Councilmember may vote "yes" or "pass".
- \*Each Councilmember has one vote per vacancy.
- \*The candidate with the majority vote will be appointed to serve as a **CRA Board** member.
- \*The process will be repeated with the name of the appointed member deleted in each subsequent ballot

NOMINEE	BISHOP	CARLISLE	HAVERY	KOGELSCHATZ	STEWART
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Vacancy #1 (Regular voting member)					
Raymond Bossert					
John Brugos					
Ashley Brooke McDermott					



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name: BOSSERT First Name: Raymond M.I.: D

Physical Home Address: 3121 Lakeview Drive

City: Sebring State: FL Zip: 33870

Mailing Address (if different from physical):

City: State: Zip:

Do you own a business?  
If so provide name and address: NO

Home Phone: 706 215 4567 Business Phone: 863 382 2196 Cell Phone: 863 446 3364

Email Address: Raybossert@comcast.net

Are you registered to vote?  
If so, where are you registered? Yes Sebring near the Legion/shuffplebaud

What Board(s) are you interested in serving? Please list in order of preference: CRA Code enforcement Planning Zoning

List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.)  
Planning + Zoning, veterans, Recreation Comm.tee in Wisconsin

Educational qualifications: BS Political Science MPA government MSS Strategic Leadership

List any related professional certifications and licenses you hold: Credentialed city manager ICMA

Give your present, or most recent employer, employer address, and position: SUN N LAKES, GM 5306 SUN N LAKE BLVD Sebring FL 33872

Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume)  
36+ years military Engineer, 5 years in Local Govt Zoning expert, Project management

I hereby certify that all the above statements are true, and I agree and understand that any misstatement of material facts contained in this application may cause forfeiture upon my part of any appointment.

Signature:

Date: 17 Dec 2025



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name: BRUGOS First Name: JOHN M.I. A.

Physical Home Address: 4601 STARFISH AVE.

City: SEBRING State: FL. Zip: 33870

Mailing Address (If different from physical):

City: State: Zip:

Do you own a business?  
If so provide name and address: CIRCLE SWEETS & GIFTS  
145 S. RIDGEWOOD DR., SEBRING, FL. 33870

Home Phone: 954-515-8061 Business Phone: 863-214-3344 Cell Phone: 954-515-8061

Email Address: BOCAJOHNNY@AOL.COM

Are you registered to vote?  
If so, where are you registered? YES, HIGHLANDS COUNTY, REGISTRATION # 112673101

What Board(s) are you interested in serving? Please list in order of preference: CRA

List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.) N/A

Educational qualifications: FLORIDA INTERNATIONAL UNIVERSITY - MASTERS / LANDSCAPE ARCHITECTURE  
DUQUESNE UNIVERSITY, BA, JOURNALISM / PUBLIC RELATIONS / ADVERTISING

List any related professional certifications and licenses you hold: N/A

Give your present, or most recent employer, employer address, and position: OWNER / OPERATOR - CIRCLE SWEETS & GIFTS  
145 S. RIDGEWOOD DR., SEBRING, FL. 33870

Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume) WORKED WITH THE BOCA RATON CRA FOR EIGHT YEARS  
HAVE BEEN WORKING IN TOURISM FOR A NUMBER OF YEARS, ATTENDED FLORIDA HUDDLE OVER TEN YEARS, DIRECTOR OF GROUP TOURS FOR FLAMINGO GARDENS, WORKED WITH THE STATE'S TOURISM AGENCY

I hereby certify that all the above statements are true, and I agree and understand that any misstatement of material facts contained in this application may cause forfeiture upon my part of any appointment.

Signature: John A. Brugo

Date: 12/20/24



**SEBRING**  
CITY ON THE CIRCLE

# BOARD MEMBER APPLICATION

Please Type or Print the Following Information

Last Name: <b>McDermott</b>		First Name: <b>Ashley Brooke</b>		M. I.: <b>L</b>
Physical Home Address: <b>2119 Clam Dr.</b>		City: <b>Sebring</b>	State: <b>FL</b>	Zip Code: <b>33870</b>
Mailing Address (If different from above):		City:	State:	Zip Code:
Do you own a business? If so provide name and address: <b>Hobby Hill Design, LLC 541 N. Ridgewood Dr. Suite 101</b>		City: <b>Sebring</b>	State: <b>FL</b>	Zip Code: <b>33870</b>
Home Phone: <b>---</b>	Business Phone: <b>863-385-8049</b>	Cell Phone: <b>863-381-7001</b>	Email Address: <b>Bmcd@live.com</b>	
Are you a registered voter? If so, where are you registered? <b>Highlands Co. Florida</b>				
What Board(s) are you interested in serving? Please list in order of preference: <b>CRA Board</b>				
List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.) <b>None</b>				
Educational qualifications: <b>NA</b>				
List any related professional certifications and licenses you hold: <b>NA</b>				
Give your present, or most recent employer, employer address, and position: <b>Hobby Hill Design, Owner - 541 N. Ridgewood Dr.</b>				
Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume) <b>See Attached</b>				
I hereby certify that all the above statements are true, and I agree and understand that any misstatement of material facts contained in this application may cause forfeiture upon my part of any appointment				
			<b>12.13.25</b>	
SIGNATURE			DATE	

**Brooke McDermott**

2119 Clam Drive

Sebring, FL 33870

Work (863) 385-8049 | Mobile (863) 381-9061

Email: [Bmcd00@live.com](mailto:Bmcd00@live.com)

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**OBJECTIVE:**

I am seeking an open board position with the Sebring Community Redevelopment Agency.

**EDUCATION:**

2004\_\_ High School Diploma, Sebring High School

2005\_\_ Completed select undergraduate courses at South Florida State College before transitioning into full time employment with the Highlands County Clerk of Courts.

**PROFESSIONAL EXPERIENCE:**

Feb. '05- Sept. '13\_\_ Highlands County Clerk of Courts \_\_ Court Specialist

Sept. '13- July '14\_\_ Polk County Clerk of Courts \_\_ Court Trial Clerk

Aug. '14- July '22\_\_ Highlands County Clerk of Courts \_\_ Manager

- Maintain accurate records of court proceedings for the misdemeanor and felony division.
- Assist with daily financial deposits as well as lead the "Partial Payment Program".
- Assemble court files as well as driving records to input all new criminal traffic cases.
- Docket intake electronically and assisted fellow trial clerks with daily routine tasks.
- Managed operation of Pre- Trial Release.
- Attended misdemeanor and felony court hearings including, but not limited to ARRG, PTC, DOCK, and FAH.

July '22- Current\_\_ Hobby Hill Design LLC \_\_ Owner

- Successfully executed the floral design for over 100 weddings and special events.
- Develop and maintain strong relationships with vendors, venues, and distributors.
- Proficient in the use of floral design, management, and website software.
- Maintain high customer satisfaction through quality work and excellent customer service.
- Manage employees, maintain POS, execute purchasing/inventory, and run daily operations.
- Highlands News-Sun "Best Of" award first place winner for '22, '23, and '24.

**QUALIFICATIONS:**

- Proficient at Microsoft applications including Office, Excel, and Outlook.
- Familiar with internal County, clerk based software including PICS, OBTS, and Clericus.
- Highly organized and excellent time management skills.
- Adept at working in teams or individually while maintaining a positive attitude.
- Ability to type approximately 45 wpm

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Haley

AGENDA ITEM#: 14 C – Appointment of Planning & Zoning board members

BACKGROUND: The terms of Bruce Behrens, Lazaro Martinez and Garrett Lee expire on December 31, 2025. Mr. Lee and Mr. Martinez are seeking another term. There are four open positions on this board. The vacancies were posted on the City's web page and the Mayor, City Council and the press were notified. Four applications have been received.

- Mr. Raymond Bossert
- Garrett Lee
- Mr. Lazaro Martinez
- Mark Wilson

To be a member of this board you must be a resident of the City of Sebring or a non-resident of the City but have an ownership interest in real property and a resident of Highlands County. Attached please find four applications.

REQUESTED MOTION: No motion requested; fill vacancy as Council deems.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

\_\_\_\_\_ DEFERRED

\_\_\_\_\_ OTHER

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_\_\_

- \*Council President Stewart will instruct the City Clerk to read the names in alphabetical order.
- \*A Councilmember may vote "yes" or "pass".
- \*Each Councilmember has one vote per vacancy.
- \*The candidate with the majority vote will be appointed to serve as a **P&Z Board** member.
- \*The process will be repeated with the name of the appointed member deleted in each subsequent ballot

<b>NOMINEE</b>	<b>BISHOP</b>	<b>CARLISLE</b>	<b>HAVERY</b>	<b>KOGELSCHATZ</b>	<b>STEWART</b>
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Vacancy #1 (Regular voting member)					
Raymond Bossert					
Garrett Lee					
Lazaro Martinez					
Mark Wilson					



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name: BOSSERT First Name: Raymond M.I. D

Physical Home Address: 3121 Lakeview Drive

City: Sebring State: FL Zip: 33870

Mailing Address (if different from physical):

City: State: Zip:

Do you own a business?  
If so provide name and address: NO

Home Phone: 706 215 4567 Business Phone: 863 382 2196 Cell Phone: 863 446 3364

Email Address: Raybossert@comcast.net

Are you registered to vote?  
If so, where are you registered? Yes Sebring near the Legion/Shuffiebaud

What Board(s) are you interested in serving? Please list in order of preference: CRA Code enforcement Planning Zoning

List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.)  
Planning + Zoning, veterans, Recreation Comm.tee in Wisconsin

Educational qualifications: BS Political Science MPA government MSS Strategic Leadership

List any related professional certifications and licenses you hold: Credentialed City manager ICMA

Give your present, or most recent employer, employer address, and position: SUN N LAKES, GM 5306 SUN N LAKE BLVD Sebring FL 33872

Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume)  
36+ years military Engineer, 5 years in Local Govt Zoning expert, Project management

I hereby certify that all the above statements are true, and I agree and understand that any misstatement of material facts contained in this application may cause forfeiture upon my part of any appointment.

Signature:

Date: 17 Dec 2025



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name: Lee First Name: Garrett M.I. P

Physical Home Address: 2630 Lakeview Drive

City: Sebring State: FL Zip: 33870

Mailing Address (if different from physical): Same

City:  State:  Zip:

Do you own a business?  
If so provide name and address: N/A

Home Phone:  Business Phone: 863-784-7439 Cell Phone: 804-513-5153

Email Address: kj4ihg@gmail.com

Are you registered to vote?  
If so, where are you registered? Yes - Sebring, Precinct 10

What Board(s) are you interested in serving? Please list in order of preference: Zoning P+2 Bd

List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.)  
None

Educational qualifications: Master's in mechanical engineering (2012, Penn State)

List any related professional certifications and licenses you hold: E. I. T.

Give your present, or most recent employer, employer address, and position: South Florida State College  
600 W College Drive, Avon Park, FL 33825  
Instructor, Engineering Program

Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume)

I hereby certify that all the above statements are true, and I agree and understand that any misstatement of material facts contained in this application may cause forfeiture upon my part of any appointment.

Signature: [Signature]

Date: 23 Jan 2026



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name:  First Name:  M.I.

Physical Home Address:

City:  State:  Zip:

Mailing Address (If different from physical):

City:  State:  Zip:

Do you own a business?  
If so provide name and address:

Home Phone:  Business Phone:  Cell Phone:

Email Address:

Are you registered to vote?  
If so, where are you registered?

What Board(s) are you interested in serving? Please list in order of preference:

List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.)

Educational qualifications:

List any related professional certifications and licenses you hold:

Give your present, or most recent employer, employer address, and position:

Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume)

I hereby certify that all the above statements are true, and I agree and understand that any misstatement if material facts contained in this application may cause forfeiture upon my part of any appointment.

Signature:

Date:



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name: Wilson First Name: MARK M.I. L

Physical Home Address: 883 S. Eucalyptus Street

City: Sebring State: FL Zip: 33870

Mailing Address (if different from physical):

City: State: Zip:

Do you own a business?  
If so provide name and address: Sebring Real Estate pros Group  
159 S. Ridgewood DR Sebring FL 33870

Home Phone: Business Phone: Cell Phone: 954-254-3023

Email Address: MARKWilson HPR@gmail.com

Are you registered to vote?  
If so, where are you registered? YES Highlands

What Board(s) are you interested in serving? Please list in order of preference: P+Z

List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.)  
P+Z city  
CLEB county

Educational qualifications: State Lic Roofing contractor  
Real Estate Broker

List any related professional certifications and licenses you hold: East West Roofing Corp ECC 1526991  
RE Broker BK 645004

Give your present, or most recent employer, employer address, and position: Self Employed

Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume)  
6 YRS P+Z / 30 YRS as RE Broker.  
4 YRS Construction Lic + Enforcement Board.  
25 YRS / Contractor.

I hereby certify that all the above statements are true, and I agree and understand that any misstatement of material facts contained in this application may cause forfeiture upon my part of any appointment.

Signature: [Handwritten Signature]

Date: 11/24/25

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: January 6, 2026

PRESENTER: Haley

AGENDA ITEM#: 14 D – Appointment of Code Enforcement Board

BACKGROUND: The Code Enforcement Board has two regular vacancies up for appointment. The vacancies were posted on the City's web page and the Mayor, City Council and the press were notified. Two applications have been received.

- Mr. Raymond Bossert
- Michael Phillips

To be a member of this board you must be a resident of the City of Sebring or a non-resident of the City but have an ownership interest in real property and a resident of Highlands County. Attached please find two applications.

REQUESTED MOTION: No motion requested; fill vacancy as Council deems.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

\_\_\_\_\_ DEFERRED

\_\_\_\_\_ OTHER

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_

Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_\_\_

Code

- \*Council President Stewart will instruct the City Clerk to read the names in alphabetical order.
- \*A Councilmember may vote "yes" or "pass".
- \*Each Councilmember has one vote per vacancy.
- \*The candidate with the majority vote will be appointed to serve as a **Code Board** member.
- \*The process will be repeated with the name of the appointed member deleted in each subsequent ballot.

NOMINEE	BISHOP	CARLISLE	HAVERY	KOGELSCHATZ	STEWART
<b>Vacancy #1 (Regular voting member)</b>					
Raymond Bossert					
Michael Phillips					



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name: BOSSERT First Name: Raymond M.I. D

Physical Home Address: 3121 Lakeview Drive

City: Sebring State: FL Zip: 33870

Mailing Address (if different from physical):

City: State: Zip:

Do you own a business?  
If so provide name and address: NO

Home Phone: 706 215 4567 Business Phone: 863 382 2196 Cell Phone: 863 446 3364

Email Address: Raybossert@comcast.net

Are you registered to vote?  
If so, where are you registered? Yes Sebring near the Legion/Shuffleboard

What Board(s) are you interested in serving? Please list in order of preference: CRA Code enforcement Planning Zoning

List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.)  
Planning + Zoning, Veterans, Recreation Committee in Wisconsin

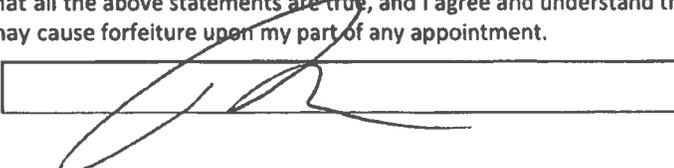
Educational qualifications: BS Political Science MPA government MSS Strategic Leadership

List any related professional certifications and licenses you hold: Credentialed City manager ICMA

Give your present, or most recent employer, employer address, and position:  
Sun N Lakes, GM  
5306 Sun N Lake Blvd Sebring FL 33872

Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume)  
36+ years military Engineer, 5 years in Local Govt  
Zoning expert, Project management

I hereby certify that all the above statements are true, and I agree and understand that any misstatement of material facts contained in this application may cause forfeiture upon my part of any appointment.

Signature:  Date: 17 Dec 2025



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name:  First Name:  M.I.

Physical Home Address:

City:  State:  Zip:

Mailing Address (if different from physical):

City:  State:  Zip:

Do you own a business?  
If so provide name and address:

Home Phone:  Business Phone:  Cell Phone:

Email Address:

Are you registered to vote?  
If so, where are you registered?

What Board(s) are you interested in serving? Please list in order of preference:

List all City Boards on which you have previous served, including dates. (Please note that if you are currently serving on a City Board you may have to resign from that Board if appointed to another Board.)

Educational qualifications:

List any related professional certifications and licenses you hold:

Give your present, or most recent employer, employer address, and position:

Describe experiences, skills, or knowledge which qualifies you to serve on the board: (Please attach a brief resume)

I hereby certify that all the above statements are true, and I agree and understand that any misstatement of material facts contained in this application may cause forfeiture upon my part of any appointment.

Signature:  Date: