

**AGENDA**  
**ORDER AND PROCEDURE OF COUNCIL MEETING**  
**TUESDAY, FEBRUARY 3, 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. The Cottage Farmers Market: Atama Corsbie
  - E. Appointment of Chair and Vice Chair/CRA: David Leidel
  - F. Sanitary Sewer Bypass Force Main Project/Resolution #2026-06 and Budget Amendment #30
  - G. Library of Architects/RFQ #26-002: Cook
  - H. Appointment to Planning & Zoning Board: Noethlich
  - I. Resolution #2026-07/AFG Firefighter Equipment Grant: Lee
  - J. Resolution #2026-08/Synergy Sports Feasibility Study: Lee
  - K. Vehicle Transfer from Utilities to Solid Waste: Kramer
  - L. Disposal of Public Works Equipment: Kramer
  - M. Surplus Vehicles and equipment/Police Department: Cutolo
- 9. OLD BUSINESS:**
- 10. NEW BUSINESS:**
- 11. BUSINESS FROM AUDIENCE:**
- 12. CITY ATTORNEY'S BUSINESS:**
- 13. CITY ADMINISTRATOR BUSINESS:**
  - A. Fire Assessment Rates for FY 2026/2027
  - B. Project Report
- 14. CITY CLERK'S BUSINESS AND ANNOUNCEMENTS**
  - A. Bills for Approval

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: February 3, 2026

PRESENTER: Stewart

AGENDA ITEM#: 8 – Consent Agenda

BACKGROUND: Item 8 A through 8 M are on the consent agenda for Council action. Should any member of Council wish that an item be removed from the agenda, they should so indicate. That particular item will be removed and discussed individually at the appropriate place on the agenda. All remaining items will be presented for approval collectively.

REQUESTED MOTION: Approve consent agenda as presented.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

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

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

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

\_\_\_\_\_ OTHER

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTOR: Haley

AGENDA ITEM#: 8A – Approval of Minutes

BACKGROUND: The minutes from your regular meeting held on January 20 2026 were emailed to you on January 26, 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: February 3, 2026

PRESENTER: Haley

AGENDA ITEM#: 8 B – Announcement of Upcoming Meetings

BACKGROUND: The following meetings and/or workshops are scheduled between February 4, 2026 and February 19, 2026.

<u>Date</u>	<u>Time</u>	<u>Meeting</u>	<u>Participant(s)</u>
02/09/26	5:30 p.m.	Community Redevelopment Agency	Liaison Kogelschatz
02/10/26	5:30 p.m.	Planning and Zoning Board	Liaison Kogelschatz
02/12/26	5:00 p.m.	Historic Preservation Commission	Liaison Stewart
02/19/26	1:00 p.m.	Sebring Airport Authority	Liaison Carlisle
<b>02/19/26</b>	<b>5:30 p.m.</b>	<b>City Council Meeting</b>	<b>Mayor/City Council/City Clerk</b>

COUNCIL ACTION:

\_\_\_\_ APPROVED

\_\_\_\_ DENIED

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

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
Bishop \_\_\_\_ Carlisle \_\_\_\_ Havery \_\_\_\_ Kogelschatz \_\_\_\_ Stewart \_\_\_\_  
\_\_\_\_ OTHER

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

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. 529 W. BEACH AVE
2. 5400 LAFAYETTE AVE
3. 408 SCAUP 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 23 day of January, 2026, 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:

William & Gissell Barbour

whose mailing address is:

529 W. Beach Ave. Sebring Fl. 33870

(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 529 W. Beach Ave Sebring Fl. 33870, with parcel identification number C-23-34-28-040-0040-0070 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 2.5 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 Residence / Block Home 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 February 3, 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:

William J Barbour  
Name Printed: William J Barbour

Gissell Barbour  
GISSELL BARBOUR

STATE OF FLORIDA  
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of X physical presence or        online notarization, this 23<sup>rd</sup> day of January, 2020, by William Barbour and Gissell Barbour, who is personally known to me or who X produced FL-Drivers 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: West Beach  
Lake Jackson Area West

William and Gissell Barbour (herein called "Declarant")  
is/are the owner(s) in fee simple of certain real property (herein called the "Property"), located at  
529 W. Beach Ave 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<sup>rd</sup> day of January, 2024      DECLARANT:

Heather R. Oakley  
Witness

Signature: William J. Barbour  
Printed Name: William J. Barbour

Lyn M. Ameen  
Witness

Signature: Gissell Barbour  
Printed Name: GISSELL BARBOUR

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 January, 2024 by William Barbour, and Gissell Barbour who  is/are personally known to me or  produced FL-Drivers 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-23-34-28-040-0040-0070

529 W BEACH AVE  
SEBRING, FL 33870

**Owners:**

BARBOUR WILLIAM + GISSELL

**Mailing Address**

1501 SUNRISE DR  
SEBRING, FL 33872

**DOR Code:** 07 - MISCELLANEOUS

**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 7 TO 19 INC BLK 4



**Value Summary**

Total Building Value	\$0
Total XF Value	\$13,024
Total Land Value	\$10,767
Total Land value - Agri.	\$10,767
Income	NA
Total Classified Use Value	\$23,791
Total Just Value	\$23,791

✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 21st day of January, 2026, 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:  
RORI INVESTMENTS COMPANY LLC

whose mailing address is:  
15401 Lafite Lane Clermont, FL 34714

(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 5400 LAFAYETTE AVE SEBRING, FL 33875, with parcel identification number C-01-35-28-030-0290-0300 as more particularly described in the legal description attached to this Agreement as Exhibit A (the "Property"); and

WHEREAS, the Property is 1/4 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 unit 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:

Build a new single family residential home 1 dwelling unit approximately 1,727 sqft

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) X 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:

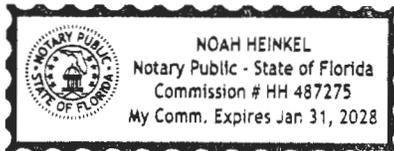
*[Handwritten Signature]*  
Name Printed: ALFONSO MORALES P

STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of January, 2021, by Alfonso Morales Rosado, who is personally known to me or who produced FLDL M642000474140 as identification.

My commission expires:  
(NOTARY SEAL)

*Noah Heinkel*  
Notary Public Signature  
Noah Heinkel  
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**

---

LOT 30, BLOCK 29, LAKE HAVEN ESTATES SECTION TWO, ACCORDING TO THE  
OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE(S) 61, OF THE PU.  
RECORDS OF HIGHLANDS COUNTY, FLORIDA.

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

### DECLARATION OF COVENANTS

RORI INVESTMENTS COMPANY 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 5400 LAFAYETTE 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 21 day of JANUARY, 20 26

Two Witnesses:

[Signature]  
(Printed Name) Juan C. Chévere

[Signature]  
(Printed Name) Leonardo Prieto

Declarant: [Signature]  
\_\_\_\_\_, a Florida  limited liability company or  corporation

By: Alfonso Morales  
Printed Name: ALFONSO MORALES  
Title: Authorized member

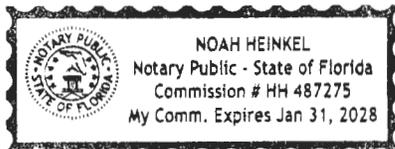
(corporate seal)

STATE OF Florida  
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of January, 20 26, by (name) Alfonso Morales Posada as (title) Authorized member of Rori Investments company LLC, a Florida  limited liability company or  corporation, who  is personally known to me or  produced FL06 M642 00047440 as identification.

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

[Signature]  
Notary Public  
Commission No.: HH 487275  
(affix notarial seal)



SEARCH

Go

Parcel C-01-35-28-030-0290-0300

5400 LAFAYETTE AVE  
SEBRING, FL 33875-

**Owners:**

RORI INVESTMENTS CO LLC

**Mailing Address**

1511 CHELSEA DR  
DAVENPORT, FL 33897

**DOR Code:** 00 - VACANT

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

**Millage:** 40 - County Southwest Water

**Map ID:** 49D

**Legal Description**

LAKE HAVEN ESTATE SEC 2

PB 7-PG 61

LOT 30 BLK 29





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

## Detail by Entity Name

Florida Limited Liability Company  
RORI INVESTMENTS COMPANY LLC

### Filing Information

**Document Number** L20000122492  
**FEI/EIN Number** 85-1004971  
**Date Filed** 05/06/2020  
**Effective Date** 05/01/2020  
**State** FL  
**Status** ACTIVE

### Principal Address

15401 Lafite Lane  
Clermont, FL 34714

Changed: 02/25/2025

### Mailing Address

15401 Lafite Lane  
Clermont, FL 34714

Changed: 02/25/2025

### Registered Agent Name & Address

Prieto, Leonardo Arturo, Sr.  
15401 Lafite Lane  
Clermont, FL 34714

Name Changed: 02/25/2025

Address Changed: 02/25/2025

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

Prieto, Leonardo  
15401 Lafite Lane  
Clermont, FL 34714

Title Manager

*Over*

✓

**UTILITY SERVICES AGREEMENT**

This **UTILITY SERVICES AGREEMENT** (the "Agreement") is made and entered into this 26 day of January, 2020, 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:

JORGE & ANA PAVA

whose mailing address is:  
335 CENTRAL 7TH ST. STARBUCK BCH, FL 32459  
(collectively, the "Owner").

**Recitals**

WHEREAS, the Owner owns certain real property located at 400 SCAUP AVE., with parcel identification number C-35-34-28-021-0070-0180 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 2 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:

DUPLEX WITH SHIPPING CONTAINERS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 February 3, 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:

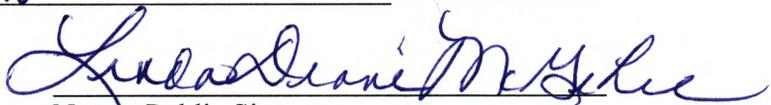
  
Name Printed: JORGE E. PAVA

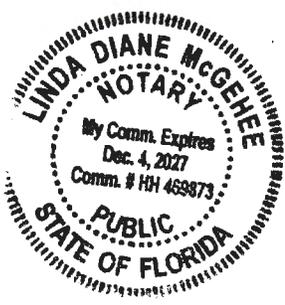
  
Ana L. Pava

STATE OF FLORIDA  
COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of JANUARY, 2020, by JORGE E. PAVA ANA L. PAVA, who is FLORIDA DRIVER'S LICENSES personally known to me or who produced as identification.

My commission expires:  
(NOTARY SEAL)

  
Notary Public Signature  
LINDA DIANE MCGEHEE  
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**

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

### DECLARATION OF COVENANTS

SUBDIVISION: Sebring Hills

JORGE & ANA PAVA (herein called "Declarant")  
is/are the owner(s) in fee simple of certain real property (herein called the "Property"), located at  
408 SCAUP AVE. 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 26 day of JAN., 2026.

DECLARANT

[Signature]  
Witness LISE HATHWAY

Signature: [Signature]  
Printed Name: JORGE PAVA

[Signature]  
Witness Rebekah Coy

Signature: [Signature]  
Printed Name: Ana L. Pava

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of January, 2026, by Jorge and Ana Pava who  is/are personally known to me or  produced FL DRIVER LICENSES as identification.

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



RONALD C. KROLL  
Commission # HH 650356  
Expires March 11, 2029

[Signature]  
Notary Public  
Commission No.: HH 650356  
(affix notarial seal)

SEARCH

Go

**Parcel C-35-34-28-021-0070-0180**

408 SCAUP AVE  
SEBRING, FL 33872

**Owners:**

PAVA JORGE E + ANA L

**Mailing Address**

335 CENTRAL 7TH STREET  
SANTA ROSA, FL 32459

**DOR Code:** 00 - VACANT

**Neighborhood:** 1103.00 - SEBRING HILLS SOUTH WEST

**Millage:** 40 - County Southwest Water

**Map ID:** 27A

**Legal Description**

SEBRING HILLS SO UNIT 3

PB 10 PG 10

LOT 18 BLK 7



**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTER: Atama Corsbie

AGENDA ITEM#: 8 D – The Cottage Farmers Market – Special Event

BACKGROUND: Please find attached a special event application submitted by The Cottage Market, a weekly Farmers Market located in the parking lot of 126 West Center Avenue. Mrs. Corsbie is requesting use of North Commerce Avenue every first Saturday of the month for their Farmers Market. The requested dates are listed below:

They are asking for the following:

1. Establish date of event as every First Saturday:
  - a. February 7<sup>th</sup>
  - b. March 7<sup>th</sup>
  - c. April 4<sup>th</sup>
  - d. May 2<sup>nd</sup>
  - e. June 6<sup>th</sup>
  - f. July 4<sup>th</sup>
2. Establish time of event from 9:00 a.m. to 2:00 p.m.
3. Authorize the following road closures from 7:00 a.m. to 3:00 p.m.
  - a. North Commerce Avenue from Circle Park Drive to Pomegranate Avenue
4. Authorize posting of parking restrictions on closed roads

Organizer has also agreed to cooperate with other City approved events that may necessitate use of the property.

REQUESTED MOTION: Approve as presented conditioned upon presenting the City with Special Event Insurance for at least one million dollars and listing the City as additional insured.

COUNCIL ACTION:

APPROVED  
 DENIED  
 TABLED TO: \_\_\_\_\_  
 OTHER

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
 Bishop \_\_\_ Carlisle \_\_\_ Havery \_\_\_ Kogelschatz \_\_\_ Stewart \_\_\_

## City of Sebring Special Event Application

Section 01 - Organization Information			
Name of Organization The Cottage Market			
Street Address 3442 Ellington Ave	City Sebring	State FL	Zip Code 33870
Telephone Number 8636640596	Fax Number	Are you a 501(C)3 or other non-profit Organization? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Person in Charge / Contact Person Andre & Atama Corsie		If yes, Corporate Name: Affiliation	
Street Address 3442 Ellington Ave	City Sebring	State fl	Zip Code 33870
Email Address hecottagemarketfl@gmail.com	Telephone Number 8636640596	Mobile Phone Number	Phone Number on Day of Event:

Section 02 - Event Information			
Name of Event Cottage Market		Event Repetition <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annual <input type="checkbox"/> Other:	Date(s) of Event (mm/dd/year) 2/7-3/7-4/4-5/2-6/6-7/4
Rain Date (if applicable) no	Multi-day? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, how many?	Starting Time of Event 7am	Ending Time of Event 3pm
Desired Location of the event: <i>You must include an overview map that outlines the location and layout of your event.</i> North Commerce Between Circle St & Polmagranite Ave			
General description of the event: We would like to host our Farmers market On N Commerce once a month on North Commerce, We believe it will help our market get established and add more to the Down Town Culture. Idealey We would love to just Run the market on the street every saturday.			
Event Participation - Anticipated Number of:			
Participants:	Spectators:	Vendors:	Vehicles:

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? N Commerce <input type="checkbox"/> No <input checked="" 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 checked="" type="checkbox"/> No <input 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 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 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 type="checkbox"/> No <input checked="" 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.

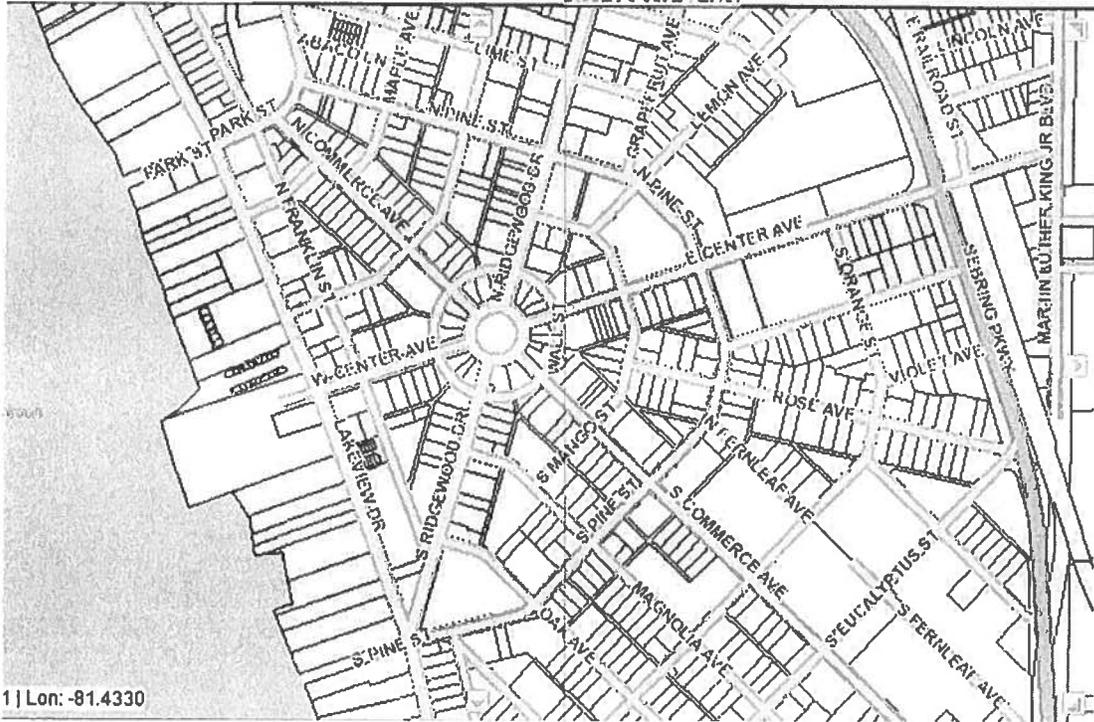
\*\*\* Local road closures require application submittal **30** days prior to event\*\*\*

\*\*\* State road closures require application **45** days prior to event \*\*\*

\*Return Hold Harmless Agreement

NAME OF SPECIAL EVENT:

DATES FOR EVENT:



ROADS TO BE CLOSED	START TIME FOR ROAD CLOSURE	END TIME FOR ROAD CLOSURE

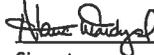
**Indemnification/Hold Harmless Agreement**

Applicant hereby agrees to indemnify and hold the City of Sebring ("City") harmless from any and all damages, loss or liability occurring by reason of 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.

Atama & Andre Corsbie  
Printed Name

 \_\_\_\_\_  
Signature Date

Organizer  
Relationship to Event Organization

\_\_\_\_\_  
Witness

**CITY OF SEBRING**  
**AGENDA ITEM SUMMARY**

**MEETING DATE:** February 3, 2026

**PRESENTER:** David Leidel

**AGENDA ITEM:** 8 E - Appointment of the Vice Chair of the Community Redevelopment Agency (CRA) for FY 2025/2026.

**BACKGROUND:** With the resignation of previous Vice Chair, Willem Badenhorst, the CRA board voted at their January 9, 2026 meeting to appoint Rachel Lovett as Vice Chair of the board for the 2025/2026 fiscal year. The CRA board is requesting the ratification of their action by the City Council.

**STAFF RECOMMENDATION:** Approve of Rachel Lovett as Vice Chair of the board for the 2025/2026 fiscal year as presented.

**RECOMMENDED ACTION:** For Council to ratify the action by the Community Redevelopment Agency to appoint Rachel Lovett to serve as Vice Chair for FY 2025/2026.

**COUNCIL ACTION:**

\_\_\_\_ APPROVED  
\_\_\_\_ DENIED  
\_\_\_\_ TABLED TO: \_\_\_\_\_  
\_\_\_\_ OTHER

Moved by: \_\_\_\_\_; Seconded by: \_\_\_\_\_  
Bishop \_\_\_\_ Carlisle \_\_\_\_ Havery \_\_\_\_ Kogelschatz \_\_\_\_ Stewart \_\_\_\_

**SEBRING COMMUNITY REDEVELOPMENT AGENCY**

**BOARD OF COMMISSIONERS**

**7 Member Board & 4 Year Terms**

David Leidel - **Chair FY 2025-26**  
3029 Cedora Ter.  
Sebring, FL 33870  
C:863-381-4738  
B:863-385-1101

4 yr term Oct 1, 2023  
to Sept. 30, 2027

Sarah Murphy  
1561 Lakeview Dr  
Sebring, FL 33870  
B:863-402-6906  
C:863-202-6260  
[rogerss9614@gmail.com](mailto:rogerss9614@gmail.com)

4 yr term Oct 1, 2022  
to Sept. 30, 2026  
\*Sarah appointed Jan 7, 2025 to fill  
remainder term of Kelly Cosgrave

Mr. John Brugos  
4601 Starfish Ave  
Sebring, FL 33870  
B: 863-214-3344  
C: 954-515-8061  
[bocajohnny@aol.com](mailto:bocajohnny@aol.com)

4 yr term Oct 1, 2023  
to Sept. 30, 2026  
\*Brugos appointed Jan 6, 2026 to fill  
remainder term- Willem Badenhorst

Brandon Craig  
2639 Chicago Ave  
Sebring, FL 33870  
C: 863-381-3980  
B: 863-385-0112

4 yr. term Oct 1, 2024  
to Sept. 30, 2028

Rachel Lovett - **Vice Chair FY 2025-26**  
yr.term Oct 1, 2023  
5301 Surrey Ln  
Sebring, Fl 33875  
C:863-381-0051

4  
to Sept. 30, 2027

Tracy McCoy  
2260 Clifton St  
Sebring, Fl 33875  
C:786-412-3035

4 yr term Oct 1, 2025  
to Sept. 30, 2029

Tenille Drury-Smith  
3907 Divot Road  
Sebring,FL 33872  
C: 863-633-8472  
B: 863-385-8448  
[ceo@sebring.org](mailto:ceo@sebring.org)

4 yr. term Oct 1 2024  
to Sept. 30, 2028

**COUNCIL LIAISON KOGELSCHATZ**

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

**MEETING DATE:** February 3, 2026

**PRESENTER:** Boggus

**AGENDA ITEM:#** 8 F - Sanitary Sewer "Bypass" Force Main Project - Budget Resolution No. #2026-06 and Budget Amendment Number 30.

**BACKGROUND:** At your September 16, 2025 meeting, Council accepted the low bid submitted by Go Underground Utilities LLC. to construct a Sanitary Sewer "Bypass" Force Main. Unfortunately, the funds for this project (\$470,970.00) were not encumbered and brought forward from the 2024/2025 to the 2025/2026 fiscal year budget. This oversight was recently discovered and needs to be corrected in order to pay invoices the contractor has submitted.

Attached for Council's consideration is Budget Amendment No. 30 transferring \$470,970.00 from the Utilities Department Retained Earnings / Fund Balance to Infrastructure – WWC Forcemain Connection and Budget Resolution No. 2026-06 increasing the 2025 / 2026 budget in the amount of \$470,970.00 to provide sufficient funding for the completion of this Sanitary Sewer Force Main project.

Attachments:

- A. Budget Resolution Number #2026-06
- B. Budget Amendment Number 30

**REQUESTED MOTION:** Adopt Budget Resolution No. 2026-06 approving Budget Amendment No.30 as presented.

**COUNCIL ACTION:**

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

**RESOLUTION NO. 2026-06**  
**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 funds, as set forth in the provisions herein.

**WHEREAS**, the City of Sebring will use Utilities Fund Balance in the amount \$470,970;

**WHEREAS**, the City of Sebring will use the funds to complete the Sanitary Sewer “Bypass” Force Main project approved by Council September 16, 2025.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sebring, Florida this 3<sup>rd</sup> day of February 2026, that Budget Amendment #30 is hereby approved and authorized.

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

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



**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTER: Cook

AGENDA ITEM#: 8 G – Award for Library of Architects -RFQ #26-002

BACKGROUND: On January 13, 2026, the Purchasing Department accepted qualifications for the City’s Library of Architectural Services (RFQ 26-002). The request for qualifications generated responses from (10) different architecture firms. Staff found all (10) response to be highly qualified. Below is a list of the firms who submitted a response:

- Goodwyn Mills Cawood (GMC)
- Architects Design Collaborative, LLC (ADC Architects)
- The Lunz Group
- Furr, Wegman & Banks Architects, P.A.
- The Tamara Peacock Company Architects of Florida, Inc. (Peacock Architects)
- P.L.U.S., LLC (Plus Designs)
- Raymond Global
- Ohlson Lavoie Corporation (OLC Architecture, Interiors and Aquatics)
- Parlier + Crews Architects
- RJ Heisenbottle Architects

REQUESTED MOTION: Approve awarding all (10) firms listed above to create the city’s Library of Architecture Services and instruct the City Attorney to draft contracts for Professional Architectural Services to be utilized on an as-needed, continued basis.

COUNCIL ACTION:

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

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTER: Noethlich

AGENDA ITEM#: 8 H – Appointment to Planning & Zoning Board Vacancy

BACKGROUND: The term of the following Planning & Zoning Board member expired on December 31, 2025.

- Meredith MacBeth Keiber

The vacancy have been posted on the City’s webpage and announced at a public meeting. To date, the City has received one application, from Ms. Jennet Machete. The application is attached for Council’s consideration. The term is for two years (1/1/26-12/31/27).

REQUESTED MOTION: Approve the appointment of Ms. Jennet Machete to the Planning & Zoning Board as presented.

COUNCIL ACTION:

\_\_\_\_\_APPROVED

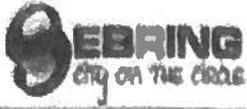
\_\_\_\_\_DENIED

\_\_\_\_\_TABLED TO: \_\_\_\_\_

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

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

\_\_\_\_\_OTHER



# BOARD MEMBER APPLICATION

Please type or print the following information

Last Name: Machete First Name: Jennet M.I.

Physical Home Address: 2234 Pinewood Blvd

City: Sebring State: FL Zip: 33870

Mailing Address (if different from physical):

City:  State:  Zip:

Do you own a business? Yes EPC Motors LLC  
If so provide name and address: 913 N Ridgewood Dr Sebring FL 33870

Home Phone:  Business Phone:  Cell Phone: 561-558-7015

Email Address: epcinfo@yahoo.com

Are you registered to vote? Yes Sebring  
If so, where are you registered?

What Board(s) are you interested in serving? Please list in order of preference: Zoning / Planning

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.) Never have been on a board

Educational qualifications: Some college

List any related professional certifications and licenses you hold: Dealership license

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) Working close with community, keeping relationships, motivated to constantly grow.

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: 1/27/26

Kathy Haley

---

**From:** Jennet Tirban <epcinfo@yahoo.com>  
**Sent:** Tuesday, January 27, 2026 8:23 PM  
**To:** Kathy Haley  
**Subject:** Board member application  
**Attachments:** attachment 1.pdf

You don't often get email from epcinfo@yahoo.com. [Learn why this is important](#)

Kathy,

I am writing to express my interest in serving on the City Zoning and Planning Board. As a newer resident, I bring a fresh and young perspective on the city's future growth, development, and long-term planning.

I am passionate about responsible development that supports families, local businesses, and sustainable community growth. I believe thoughtful planning today plays a critical role in shaping a city that remains vibrant, inclusive, and forward-thinking for future generations.

I would be honored to contribute my time, ideas, and willingness to learn while collaborating with fellow board members to serve our community.

Thank you for your consideration. I look forward to the opportunity to discuss my interest further.

Sincerely,  
Jennet Machete  
561-558-7015

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTER: Lee

AGENDA ITEM#: 8 I - Resolution #2026-07 – AFG Firefighter Equipment Grant

BACKGROUND: The Fire Department was awarded an Assistance to Firefighters Grant from FEMA at the end of last year. This grant is to be used to purchase dual-cert gear.

SFD has not been able to replace our previous forestry gear for the last several years, forcing our firefighters to wear structural firefighting gear on prolonged scenes. This creates health risks for firefighters and puts the community at greater risk. Florida's heat and humidity make wearing turnout gear even more hazardous. Gear designed for wildfires and extrication would allow firefighters to work more efficiently and safely while preserving structural gear for its intended use.

We have done everything needed with FEMA to proceed with this grant. Their max coverage for the purchase is \$32,612.88. Prices have increased from the award and their limitations on expenses. The price for the approved gear is \$41,771.31 and the City's portion is 22% of the total cost.

Attachments:

- 1. Resolution and Budget Amendment

REQUESTED MOTION: Approve Resolution #2026-07 authorizing Budget Amendment #35 as presented.

COUNCIL ACTION:

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

**RESOLUTION NO. 2026-07**

**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 FEMA Assistance to Firefighters Grant Program with a value of \$32,612.88;

**WHEREAS**, the City of Sebring will use General Fund Balance Brought Forward in the amount \$9,158.43;

**WHEREAS**, the City of Sebring will use these funds for the purchase of 26 sets of dual-cert gear;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sebring, Florida this 3<sup>rd</sup> day of February 2026, that Budget Amendment #35 is hereby approved and authorized.

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

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

# Request for Budget Amendment



## Budget Amendment # 35

**Department:** Fire Department      **Dept. Head:** Border  
**Request Date:** 1/29/2026      **Submitted by:** Lee  
**Council Date:** 2/3/2026  
 (If required)

Budget Line Item Transfer			Current	Increase	Decrease	Amended
Account Number	Project	Account Name	Budget			Budget
001-2210-331-27-00	26102	Federal Grant	\$ -	\$ 32,613		\$ 32,613
001-1510-389-90-00		Fund Balance Brought Forward	\$ 1,738,580	\$ 9,159		\$ 1,747,739
001-2210-552-52-92	26102	Tools & Equipment < \$5,000	\$ -	\$ 41,772		\$ 41,772
						\$ -
						\$ -
						\$ -
						\$ -
<b>Totals:</b>			<b>\$ 83,544</b>	<b>\$ -</b>		

**Explain why these funds were not originally budgeted and the justification for your request now:**  
This amendment recognizes grant revenue for the purchase of dual-cert gear (wildland and extrication) and the needed match for the cost of the gear.

**Department Approval:** *Dohit Bork*      **Date:** 1/29/2026  
 (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: February 3, 2026

PRESENTER: Lee

AGENDA ITEM#: 8 J - Resolution #2026-08 – Synergy Sports Feasibility Study

BACKGROUND: At the January 20, 2026 council meeting, Council decided to move ahead with a proposed feasibility study for the enhancement of the Max Long facilities. The City Administrator approached the Tourist Development Council at their January 29, 2026 meeting, and they voted to recommend to the County Commission a 50% cost share of the study with the City. The City's 50% share is being transferred from Contingency.

The attached resolution and budget amendment are to allocate the funds for the study to be commenced.

Attachments:

1. Resolution and Budget Amendment

REQUESTED MOTION: Approve Resolution #2026-08 authorizing Budget Amendment #36 as presented.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

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

\_\_\_\_\_ DENIED

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

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

\_\_\_\_\_ OTHER

**RESOLUTION NO. 2026-08**

**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 given funding from the Highlands Tourist Development Council for \$18,750;

**WHEREAS**, the City of Sebring will use these funds for a feasibility study at Max Long Sports Complex;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sebring, Florida this 3<sup>rd</sup> day of February 2026, that Budget Amendment #35 is hereby approved and authorized.

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

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

# Request for Budget Amendment



## Budget Amendment # 36

**Department:** Max Long                      **Dept. Head:** Tucker  
**Request Date:** 1/29/2026                      **Submitted by:** Lee  
**Council Date:** 2/3/2026  
 (If required)

### Budget Line Item Transfer

Account Number	Project	Account Name	Current Budget	Increase	Decrease	Amended Budget
001-7310-337-72-00		Local Govt Contributions	\$ -	\$ 18,750		\$ 18,750
001-1510-599-99-99		Contingency	\$ 59,131		\$ 18,750	\$ 40,381
001-7310-531-31-10		Other Professional Services	\$ -	\$ 37,500		\$ 37,500
						\$ -
						\$ -
						\$ -
						\$ -
<b>Totals:</b>				<b>\$ 56,250</b>	<b>\$ 18,750</b>	

**Explain why these funds were not originally budgeted and the justification for your request now:**  
Allocate funds for the Synergy Sports feasibility study of Max Long as approved by Council on 1/20/26 and recognize the 50% funding from the TDC based on their 1/29/26 meeting.

**Department Approval:**                       **Date:** 1/29/2026  
 (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: February 3, 2026

PRESENTER: Kramer

AGENDA ITEM: 8 K -Vehicle Transfer from Utilities to Solid Waste

BACKGROUND: The City of Sebring Solid Waste Department has been awarded a grant to purchase two new trucks. As part of the grant requirements, the City must identify two qualifying vehicles. Assets 2024 and 2092 meet the grant criteria and have been identified for transfer from the Utilities Department. This transfer is necessary to proceed with the grant funding.

Asset #: 2024 2005 Ford F550 w/ Crane  
Asset #: 2092 2005 Ford F550

VIN # 1FDAF57P75EB86578  
VIN # 1FDAF5TP45EB95979

For Council consideration, staff recommends approval of the transfer of assets 2024 and 2092 from the Utilities Department to the Solid Waste Department to satisfy grant requirements.

REQUESTED MOTION: Approve transfer of assets 2024 and 2092 as presented.

COUNCIL ACTION:

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

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTER: Kramer

AGENDA ITEM#: 8 L - Disposal of Public Works Equipment

BACKGROUND: The City of Sebring Solid Waste Department currently has 1 front load garbage truck (Asset # 3351) that has exhausted its useful life. It would not be cost effective to repair it; therefore, staff would request disposal of the asset through Insight Auctioneers.

Asset #: 3351 2015 Mack MRU613

VIN # 1M2AV0C6FM012504

REQUESTED MOTION: Approve disposal of asset # 3351 as presented.

COUNCIL ACTION:

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

**CITY OF SEBRING**  
**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTER: Cutolo

AGENDA ITEM#: 8 M - Declare the attached police department vehicles and equipment as surplus.

Vehicle Number	Year	Make	Odometer	VIN
2111	2017	Dodge	71055	2C3CDXAGXHH559654
2195	2012	Dodge	122941	2C3CDXAG5CH177900
2115	2018	Dodge	86629	2C3CDXAGXJH254614
2113	2016	Dodge	98581	2C3CDXAG5GH155708
2203	2018	Dodge	689633	2C3CDXAG3JH230459
2159	2001	Chevy	169323	3GNEC16T41G222131

Brand	Model	Serial Number
Dell	OptiPlex 7020	4QF2182
Dell	OptiPlex 7020	1L4P082
Dell	OptiPlex 7010	71PQFZ1
Dell	OptiPlex 7010	BGHL9Y1
Dell	OptiPlex 5040	CCMGYD2
Dell	OptiPlex 5040	GDMGYD2
Dell	OptiPlex 5050	7NQ7XK2
Dell	Latitude E5470	7V41RC2
Dell	Latitude E5470	5DJ1RC2
Dell	Inspiron 3000	B3FMH
Dell	Inspiron 10 Mini	8CSDMK1
Dell	Latitude 5490	GT605S2
Dell	Latitude 5490	FNTDNF2
Dell	Latitude 5490	GRMVL13
Dell	Latitude 5490	70L05S2
Dell	Latitude 5490	DW605S2
Dell	Latitude 5410	81YK273
Dell	Latitude 5410	CQKN373
Dell	Latitude 5420	3X5J4J3
Dell	Latitude 5420	74R77D3
Dell	Server T630	6WJSRD2
Dell	Precision 5820	GZK1DP2
Dell	Precision 5820	C1HT7M2
Dell	Precision T3610	FY9TZ12
Dell	OptiPlex 7020	1LMN082
Dell	OptiPlex 7020	GN0TD22

BACKGROUND: The Sebring Police Department has (6) decommissioned patrol/administrative vehicles which have been found to be either unserviceable or have reached the end of their useful life for the city. Additionally, the telephone system that we utilized prior to VOIP has reached the end of useful performance life for the city. The (26) computer/laptops have reached the end of useful performance life for the city.

REQUESTED MOTION: Declare the 6 vehicles listed above as surplus to be disposed of in the most cost-effective manner and remove them as assets from the City's inventory. Approve the disposal of the (26) computers/laptops in the most cost-effective manner and remove them as assets from the City's inventory. The Lake Placid Police Department has identified a need for the police department's old telephone system. Approve the transfer of all the telephones and associated phone equipment to the Lake Placid Police Department and remove the equipment from the City's inventory.

COUNCIL ACTION:

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

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTER: Noethlich

AGENDA ITEM#: 13 A – Fire Assessment Rates for FY 2026/2027

BACKGROUND: Please find correspondence (Attachment A) from Accenture, formerly Anser Advisory, concerning the City’s Fire Assessment. You may recall for the current fiscal year (2025/2026) Council adopted a schedule which would generate approximately 35.5% of the City’s annual fire budget. The cost to implement the annual fire assessment services is the already budgeted \$15,500.

As the 35.5% rate is the **maximum** of the previously noticed rates for the fire assessment, the City would need to re-notice all properties should Council wish to impose an increase in rates. The cost to re-notice all properties would be approximately \$9,266.55 (5,685 parcels x \$1.63).

Also attached (Attachment B) is a chart provided by Accenture showing the impact to the different property categories should Council wish to increase the fire assessment to a higher percentage.

Options available to Council include the following:

**Option #1** – Keep Fire Assessment Rates the same as the current 35.5% rate schedule. Using this rate, the City anticipates collecting approximately \$1,705,360 in Fire Assessment Revenue.

**Option #2** – Re-notice and increase the rates to generate additional revenue.

REQUESTED MOTION: None requested; whatever Council deems appropriate.

COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

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

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

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

\_\_\_\_\_ OTHER

## **ATTACHMENT A**



October 9, 2025

**Via Electronic Mail**

Mr. Scott Noethlich, City Administrator  
City of Sebring  
386 S. Commerce Avenue  
Sebring, Florida 33879

**Re: City of Sebring Fire Protection Services Assessment Program: Annual Maintenance Services**

Dear Scott,

The City of Sebring (City) has now completed another year of the annual assessment program for fire protection services. Accenture Infrastructure and Capital Projects, LLC, formerly known as Anser Advisory Consulting, LLC ("Accenture"), and Nabors, Giblin & Nickerson, P.A. (NG&N) are pleased to have assisted the City with developing and successfully implementing this recurring revenue source. Accordingly, we believe that the City would benefit from a continuation of our services. Therefore, attached as Appendix A is a proposed Scope of Services under which we will assist the City in the continued maintenance of the special assessment program for Fiscal Year 2026-27.

Please review the attached scope of services and upon review and satisfactory determination, please sign where indicated on Appendix A to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

If you have any questions, please do not hesitate to contact me. We look forward to working with the City of Sebring again this year.

Sincerely,  
Accenture Infrastructure and Capital Projects, LLC

A handwritten signature in blue ink that reads "Sandi Neubarth". The signature is fluid and cursive, written over a light blue horizontal line.

Sandi Neubarth  
Director  
(850) 681-3717  
[Sandra.Neubarth@accenture.com](mailto:Sandra.Neubarth@accenture.com)

cc: Heather Encinosa

# Appendix A

**CITY OF SEBRING  
FIRE SERVICES ASSESSMENT PROGRAM ANNUAL MAINTENANCE SERVICES  
FISCAL YEAR 2026-27**

# Scope of Services

- Task 1: Base Retainer Services for Current Fiscal Year Assessment Program** Upon notice to proceed, Accenture will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include Accenture's availability to respond to requests for information or assistance from City staff regarding all aspects of the current assessment program. In addition, Accenture will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.
- Task 2: Update the Preliminary Assessment Roll** Accenture will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the City will be applied to the updated data. Accenture will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.
- Task 3: Pro-Forma Rate Scenarios** As requested by the City, Accenture will provide rate scenarios to assist in budget analyses and assessment program planning.
- Task 4: Final Rates** Accenture will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2026-27 assessment program.
- Task 5: Preliminary and Annual Assessment Resolutions** Draft implementing assessment resolutions that conform to the existing fire protection assessment ordinance and the City's policy decisions.
- Task 6: Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll** After verification of final rates for the assessment program, Accenture will create the notice roll by applying the rates to the assessment roll.
  - (b) Development and Distribution of First-Class Notices** Assist the City in developing the first class notice and its distribution to any affected property owners.
- Task 7: Create Final Assessment Roll** Accenture will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.
- Task 8: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, Accenture will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

**FEES AND COSTS**

For the professional services and specialized assistance described in the Scope of Services, Accenture and NG&N will work under a professional fee arrangement of \$15,500, of which \$11,000 is for professional services rendered by Accenture and \$4,500 is for professional services rendered by NG&N. Except as noted below, the fee includes reimbursement for all out-of-pocket expenses.

The fee for professional services does not include any on-site visits by Accenture or NG&N to the City. Any on-site meetings may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or Zoom meetings may be scheduled to discuss project status.

The standard hourly rates for Accenture and NG&N are as follows:

**ACCENTURE ADVISORY**

Vice President .....	\$285
Director/Senior Program Manager .....	\$235
Project Manager/Project Coordinator .....	\$185
Senior Data Analyst .....	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst.....	\$100
Project Analyst.....	\$ 90
Administrative Support .....	\$ 75

**NABORS, GIBLIN & NICKERSON, P.A.**

Firm Partner .....	\$300
Firm Associates.....	\$250

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.63 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The City is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The City is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt "home addresses" pursuant to Section 119.071, Florida Statutes.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that both Accenture and NG&N work with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, both firms would be available, on an hourly basis, to assist the City in its defense.

**PAYMENT SCHEDULE**

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule and assuming that notice to proceed is received by November 2025. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

<b>Payment Due</b>	<b>Percent of Total</b>	<b>Amount Due</b>
February 2026	25% of professional services fee	\$3,875
May 2026	25% of professional services fee	\$3,875
June 2026	25% of professional services fee	\$3,875
August 2026	25% of professional services fee	\$3,875
<b>Total</b>		<b>\$15,500</b>

**DELIVERABLES SCHEDULE**

<b>Deliverable</b>	<b>Schedule</b>
Notice to Proceed	November 2025
Ongoing Retainer Services	As Needed
City Determines Net Revenue Requirements	April 2026
Develop Preliminary Assessment Roll	May-June 2026
Calculate/Confirm Annual Assessment Rates	June 2026
Preliminary Rate Resolution	June 2026
First Class Notices	July 2026
Published Notice	July 2026
Annual Rate Resolution	August 2026
Certify Fiscal Year 2026-27 Assessment Roll	by September 15, 2026

**ACCEPTED AND AGREED TO FOR FISCAL YEAR 2026-27:**

BY \_\_\_\_\_  
**City of Sebring**

\_\_\_\_\_  
**Date**

## **ATTACHMENT B**

**Sebring Fire Assessment Rate Scenarios**

	Max Noticed Rates				38%	40%	40.80%	41.70%	42.00%
	FY 22-23 Adopted	FY 23-24 Adopted	FY 24-25 Adopted	FY 25-26 Adopted					
Residential	\$115.00	\$130.00	\$165.00	\$200.00	\$220.00	\$225.00	\$230.00	\$235.00	\$240.00
Commercial	\$0.05	\$0.06	\$0.07	\$0.09	\$0.09	\$0.10	\$0.10	\$0.10	\$0.10
Industrial/Warehouse	\$0.02	\$0.02	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Institutional	\$0.07	\$0.07	\$0.09	\$0.11	\$0.12	\$0.12	\$0.13	\$0.13	\$0.13
Nursing Home	\$0.81	\$0.92	\$1.17	\$1.42	\$1.56	\$1.60	\$1.63	\$1.67	\$1.70
Vacant Land	\$17.00	\$19.00	\$24.00	\$29.00	\$32.00	\$33.00	\$33.00	\$34.00	\$35.00
<b>Estimated Gross Revenue</b>	<b>\$1,034,185</b>	<b>\$1,171,736</b>	<b>\$1,492,690</b>	<b>\$1,808,550</b>	<b>\$1,986,857</b>	<b>\$2,037,802</b>	<b>\$2,078,558</b>	<b>\$2,124,409</b>	<b>\$2,175,000</b>
<b>Estimated Gov. Buy-down</b>	<b>\$63,634</b>	<b>\$66,561</b>	<b>\$84,200</b>	<b>\$103,190</b>	<b>\$110,301</b>	<b>\$112,996</b>	<b>\$119,485</b>	<b>\$119,692</b>	<b>\$121,000</b>
<b>Estimated Net Revenue</b>	<b>\$970,551</b>	<b>\$1,105,175</b>	<b>\$1,408,490</b>	<b>\$1,705,360</b>	<b>\$1,876,556</b>	<b>\$1,924,806</b>	<b>\$1,959,073</b>	<b>\$2,004,717</b>	<b>\$2,054,000</b>

**CITY OF SEBRING**  
**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTER: Noethlich/Robinson

AGENDA ITEM#: 13 B – 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 – Update from 01/29/26 meeting is FDOT is working on the documents for Sebring and unrelated paving of SR17 from Kenilworth to Parkway is tentatively scheduled for May 2026
- 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 has visited two other public works / utilities sites in Central Florida.
- Purchase of building & parking lot at 126 W. Center Ave. Staff plans to review library of architects and recommend a firm for the renovation.
- 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. **City staff has published instructions on how to obtain a permit for vegetation removal. FWC contact information will be provided on social media by January 20<sup>th</sup>.**
- RFP for Sebring Municipal Golf Course was advertised on Friday, November 7, 2025. A workshop for presentations of the responses is scheduled for February 3<sup>rd</sup> at 12:00 pm in Council Chambers. City Council is expected to make a decision at the Council meeting that has been rescheduled for February 19<sup>th</sup> at 5:30 pm. .
- Staff is working on RFP for Women’s Club.
- TDC passed a motion at their 01/29/26 to recommend a 50 percent cost share to the County Commission of the Synergy Proposal that Council approved at your 01/20/26 meeting
- Merit system for employee evaluations – staff will be undertaking soon to have it ready to implement for budget year 26/27

REQUESTED MOTION: None; for informational purposes

**CITY OF SEBRING**

**AGENDA ITEM SUMMARY**

MEETING DATE: February 3, 2026

PRESENTOR: Haley

AGENDA ITEM#: 14A - City of Sebring Bills

BACKGROUND: The bills for the February 3, 2026 meeting will be emailed to you on January 30, 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