

Highlands County Board of County Commissioners
Tuesday, July 21, 2026
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870

- 1. Meeting Called to Order: Invitation to fill out "Comments by the Public" forms**
Please silence all cell phones and devices.

- 2. Invocation**

- 3. Pledge of Allegiance**

- 4. Announcements**

The Heartland Library Cooperative Governing Board will hold a special meeting at 10:30 a.m., on Wednesday, July 29, 2026, in the Meeting Room of the Lake Placid Memorial Library at 205 W Interlake Blvd, Lake Placid, FL 33852

The Florida Fish and Wildlife Conservation Commission announces a Public Hearing for the Platt Branch Wildlife and Environmental Area Management Plan at 6:00 p.m., on Wednesday, July 29, 2026, in the Town of Lake Placid Community Room, 1069 US HWY 27 N, Lake Placid, FL 33852

- 5. Constitutional Officers - Announcements**

- 6. Public Comment**

- 7. Consent Agenda**

- A. Request adoption of Resolution 25-26-139 for Budget Amendment 25-26-096 for additional funding for 4108 (Shell Pit) for repairs (\$79,000)

Jonathan Harrison, Road & Bridge Director

The fiscal impact is an increase of \$44,000.00 in Fund 110 (Transportation Trust) from Fund Balance Brought Forward and being appropriated in cost center 4108 (Shell Pit), account 54600 (Repair & Maintenance). In addition, \$35,000.00 is being transferred from cost center 4101 (Engineering Services) to cost center 4108 to provide additional operating account funding. The total fiscal impact is \$79,000.00.

- B. Request approval of Budget Amendment 25-26-100 to realign Project 19037 Thunderbird Drainage Improvement (\$15,000.00).

Jonathan Harrison, Road & Bridge Director

The fiscal impact of \$15,000.00 in Fund 151 (Infrastructure Surtax) is merely a realignment of funding within Project 19037, transferring funds from account 56301Z (Project Capital Infrastructure) to account 56100Z (Project Land).

- C. Request approval of Kimley Horn CSA 3-3 for Sebring Fuel Station project. (\$10,930.00)

Tiffany Gunn, Capital Projects Manager

The fiscal impact is \$10,930.00 which is currently budgeted in 4102A 56300Z 21112.

- D. Request approval of License Agreement between Center Ridge Caretaking, Inc. and Highlands County. (\$0)

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

There is no fiscal impact.

8. Public Hearing

- A. Public hearing to consider adoption of Resolution 25-26-143 for P&Z 2192, amending the Official Zoning Atlas for an approximate 9.11-acre parcel from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District.

Rachael Navarrete, Planner I, Cynthia Carman Kramer, Planning & Zoning Manager

No fiscal impact.

- B. Public hearing to consider adoption of Resolution 25-26-144, for P&Z 2193, amending the Official Zoning Atlas for twelve parcels totaling approximately 6.3 acres from R-1 Residential District to R-2 Two-Family Dwelling District.

Hailey Collinsworth, Planner I, Cynthia Carman Kramer, Planning & Zoning Manager

No fiscal impact.

- C. Public hearing to consider adoption of Ordinance 25-26-18 for CPA-26-653SS, amending the Future Land Use Map designation for five parcels totaling approximately 1.9 acres from Agriculture (AG) to Commercial (C).

Rachael Navarrete, Planner I, Cynthia Carman Kramer, Planning & Zoning Manager

No fiscal impact

- D. Public hearing to consider adoption of Resolution 25-26-145, for P&Z 2194, amending the Official Zoning Atlas for five parcels totaling approximately 1.9 acres, from B-2 Limited Business District to B-3 CU Business District with a Conditional Use

Rachael Navarrete, Planner I, Cynthia Carman Kramer, Planning & Zoning Manager

No fiscal impact.

- E. Public hearing to consider adoption of Preliminary Resolution 25-26-152 pertaining to the re-imposition of the solid waste special assessment.

Tanya Cannady, Business Services Director

The fiscal impact is a proposed increase in the assessment to \$280.56 which would be an increase of approximately \$1,829,261 in assessment revenue for Fund 401 (Solid Waste) based on the current residential unit count.

9. Action Agenda

- A. 1. Request adoption of Resolution 25-26-137 approving the grant agreement with the Florida Department of Environmental Protection for the Highlands County Master Stormwater Plan and Thunderbird Road Drainage Improvements, Project Number 25050

2. Request adoption of Resolution 25-26-148 for Budget Amendment 25-26-103 (\$1,322,500.00)

Laura Borgesi, County Engineer, PE, PSM, MPA

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) and will be appropriated in Cost Center 4102A (Transportation Projects), Project 25050 (Master Stormwater Plans & Thunderbird Drainage Improvements) in the amount of \$1,322,500.

- B. Request direction related to the Town of Lake Placid's request to amend the Interlocal Agreement related to the construction of pickleball courts at Lake June Park.

Brandon Gunn, Parks & Facilities Director

Fiscal Impact to Fund 151 (Infrastructure Surtax), CC 6101A (Recreation Dept 151), Account 58100Z (Aid To Government Ag Proj), Project 23110 (Lake June Park Phase 3) is undetermined.

- C. Request approval of agreement with Wander Media Company (\$98,500.00)
Casey Hartt, Lead Marketing Consultant

The fiscal impact is an expense of \$98,500.00 to come from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Development-Marketing & Promotion) and is included in the current adopted budget.

- D. Request adoption of Resolution 25-26-150 for Budget Amendment 25-26-105 for Project 25052 for the purchase of two tankers (\$2,036,459.76).

Dustin Fitch, Deputy Chief

The fiscal impact is an increase to Fund 181 (Fire Assessment) in the amount of \$575,436.29 which is coming from Fund Balance and being appropriated in cost center 3217 (Fire Assessment), account 56400Z (Project Equipment), and Project 25052 (Tanker Replacements). In addition, \$100,000.00 is being transferred within cost center 3217 from account 59900 (Reserve for Contingency) and \$1,361,023.47 from account 54600 (Machinery & Equipment) to Project 25052, account 56400Z for a total fiscal impact of \$2,036,459.76.

- E. Request to Certify the Maximum Millage for FY26/27.

David Nitz, OMB Manager, Laurie Hurner, County Administrator

Ad Valorem revenue is projected to comprise 62.53% of the total projected General Fund revenues in FY 26/27. Failure to certify millage would put those

revenues and state revenue sharing funds at risk.

- F. Request adoption of Resolution No. 25-26-151 reducing the speed limit in Spring Lake from 30 mph to 25 mph.

Laura Borgesi, County Engineer, PE, PSM, MPA

The fiscal impact will be a total of \$1,736.34 from the Transportation Trust Fund #110, Traffic Operations Cost Center 4105, Signs-Outside Entities Account #55221.

10. County Attorney and County Administrator

- A. County Attorney Status Report

- B. County Administrator Status Report

11. Commissioners

12. Informational

- A. Letter of Support National Education Association Grant for Arts Project

Laurie Hurner, County Administrator

None

- B. Board payables from July 21, 2026, through August 3, 2026

13. Adjourn

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

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

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

A person desiring to provide public comment related to an item on the Consent Agenda of this meeting, must fill out a Speaker Card and submit the same to the County Administrator or Chairperson by 8:50 a.m. All Speaker Cards received after 8:50am, will be called during the regular Public Comment.

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Jonathan Harrison, Road & Bridge Director

Subject/Title: Request adoption of Resolution 25-26-139 for Budget Amendment 25-26-096 for additional funding for 4108 (Shell Pit) for repairs (\$79,000)

Statement of Issue

BA 25-26-096 is requesting additional funding for the replacement of the pump discharge line and repair of the scale system. Prior to disassembly, the exterior of the existing discharge line, which is more than 30 years old, appeared to be in satisfactory condition. However, once the system was dismantled, the contractor discovered significant deterioration in the interior of the pipe. Based on this condition, the contractor strongly recommends replacing the discharge line. Failure to do so could result in improper pump operation and may potentially damage the new pump. The estimated cost to replace the discharge line, including materials, parts, and labor, is approximately \$32,000. Additionally, the scale system appears to have sustained damage from a lightning strike and is currently inoperable. The estimated cost to repair the scale system is approximately \$12,000.

Also, operating account budgets are in the negative and need additional funding, so this budget amendment is providing adequate funds for the balance of the year.

The total additional funding requested is \$79,000.

Recommended Action

Move to adopt Resolution 25-26-139 for BA 25-26-096 for additional funding for 4108 (Shell Pit) repair and maintenance.

Fiscal Impact

The fiscal impact is an increase of \$44,000.00 in Fund 110 (Transportation Trust) from Fund Balance Brought Forward and being appropriated in cost center 4108 (Shell Pit), account 54600 (Repair & Maintenance). In addition, \$35,000.00 is being transferred from cost center 4101 (Engineering Services) to cost center 4108 to provide additional operating account funding. The total fiscal impact is \$79,000.00.

Attachments:

1. 25-26-096R Add'l Fds_Replace Discharge Line, Scale Repairs (Resolution)

2. 25-26-096 Add'l Fds_Replace Discharge Line, Scale Repairs (BA)

RESOLUTION NO. 25-26-139

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 25-26-096 TO
THE TRANSPORTATION TRUST FUND; PROVIDING FOR
LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR
APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR
THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

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

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

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

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

SECTION 2. Approval of Budget Amendment Budget Amendment 25-26-096 is hereby approved and authorized to appropriate Fund Balance for additional funding needed for repairs at the Shell Pit. The fiscal impact is an increase in the amount of \$44,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of July 2026.

HIGHLANDS COUNTY, FLORIDA

By: _____
Don Elwell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

July 2, 2026

BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

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

DATE: 6/16/2026SUBMITTED BY: **Angie McCall**

FUND(S): 110 FUND TITLE(S): County Transportation Trust COST CENTER(S) #: 4108

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **County Shell Pit, Budget Expenditure Accounts (110)**
*list additional cost centers on reverse side of form

[illegible]

REASON: Repairs needed for the pump discharge line and scale repairs (lightning damage).

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 25-26-096

TRANSFER TYPE:

Approval

ACTION:

Board	<u> </u>	Approved	<u> </u>	Denied
County Administrator	<u> </u>	Approved	<u> </u>	Denied

<u>XX</u>	ITEM TO ITEM
	RESERVE
<u>XX</u>	BY RESOLUTION
	SUPPLEMENTAL BUDGET

Denial

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk:

Form Revised 08/05/2020

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Jonathan Harrison, Road & Bridge Director

Subject/Title: Request approval of Budget Amendment 25-26-100 to realign Project 19037 Thunderbird Drainage Improvement (\$15,000.00).

Statement of Issue

BA 25-26-100 realigns existing funding within Project #19037, Thunderbird Drainage Improvements, by transferring \$15,000.00 from account 56301Z (Project Capital Infrastructure) to account 56100Z (Project Land) to facilitate the purchase of property necessary for the drainage improvements.

Recommended Action

Move to approve Budget Amendment 25-26-100 to realign funds within project 19037 (Thunderbird Drainage Improvements).

Fiscal Impact

The fiscal impact of \$15,000.00 in Fund 151 (Infrastructure Surtax) is merely a realignment of funding within Project 19037, transferring funds from account 56301Z (Project Capital Infrastructure) to account 56100Z (Project Land).

Attachments:

1. 25-26-100 19037 Realign Funds (BA)

June 23, 2026

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 6/22/2026

SUBMITTED BY: Angie McCall

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

PROJECT(S) #: 19037 PROJECT TITLE(S): Thunderbird Drainage Improvements COST CENTER TITLE(S): Transportation Projects

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	19037	300,000.00		15,000.00	285,000.00
E	151	4102A	56100Z	Project Land	19037	0.00	15,000.00		15,000.00
									0.00

REASON: To transfer funding within Project 19037 for drainage easement property purchase.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 25-26-100

TRANSFER TYPE:

____ Approval
____ Denial

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Tiffany Gunn, Capital Projects Manager

Subject/Title: Request approval of Kimley Horn CSA 3-3 for Sebring Fuel Station project. (\$10,930.00)

Statement of Issue

Following the Board's approval of SEMCO Amendment No. 1 on May 19, 2026—authorizing a revised scope of work and a time extension—Kimley-Horn will furnish additional professional services under Consultant Services Agreement (CSA) 3-3. This includes additional site visits, field observations and reports, shop drawings and time extension to coincide with construction.

Recommended Action

Move to approve Kimley Horn CSA 3-2 for the Sebring Fuel Station project.

Fiscal Impact

The fiscal impact is \$10,930.00 which is currently budgeted in 4102A 56300Z 21112.

Attachments:

1. CSA 3-3

HIGHLANDS COUNTY, FLORIDA AMENDMENT TO AUTHORIZATION FORM

Select One of the following

☐ TOA: TASK ORDER ASSIGNMENT (UNDER \$50,000)	#
☒ CSA: CONSULTANT SERVICE AUTHORIZATION (OVER \$50,000)	# 3-3 (Amending prior CSA #3 approved on 4/16/24)

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement ("Agreement") between HIGHLANDS COUNTY ("COUNTY") and Kimley-Horn and Associates Inc., ("CONSULTANT") identified by the Master Contract Date ("Agreement"), as amended by Amendment 1 dated April 1, 2025. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.	Project Amount: \$259,394.97 (CSA #3) + \$15,850.00 (CSA #3-1) + \$21,985.00 (CSA #3-2) + \$10,930.00 (CSA #3-3) = \$308,159.97 total for the project Budget Account Number: Fund or cost enter/account/project #, if applicable. 4102A 56300Z 21112 RFP# 20-024 Category 2 Engineering Master Contract Date: March 16, 2021, as amended by Amendment 1 dated April 1, 2025
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NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

- | | |
|---|--|
| ☒ Exhibit A – Scope of Work
☒ Exhibit B – Compensation | ☒ Exhibit C – Sub-Consultants
☐ Exhibit D – Plans/Drawings/Survey N/A |
|---|--|

DEPARTMENT APPROVAL

Recommended by Print Name: Tiffany Gunn, Capital Projects Manager X 7/15/2026 Date	Reviewed by Print Name: Tanya Cannady, Business Services Director X Jul 15, 2026 Date
1. Project Manager Signature	2. Director or Designee Signature

CONSULTANT ACCEPTANCE

Consultant's Designated Agent Print Name: Jared M. Wynn, Associate X Jul 15, 2026 Date	Consultant Project Manager: Print Name: Mark S. Davies, P.E. LEED AP Consultant Project Manager Email & Telephone#: mark.davies@kimley-horn.com, 863-225-8728
3. Consultant Signature	

PURCHASING REVIEW

Purchasing Manager or Designee Print Name: Stacy D. Prevatte, Procurement Manager X Jul 15, 2026 Date
4. Purchasing Manager or Designee Signature

LEGAL REVIEW

County Attorney or Designee Print Name: Katie Houlihan, Assistant County Attorney, Maya Wiseman, Designee X Jul 15, 2026 Date
5. County Attorney or Designee Signature

COUNTY APPROVAL

County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator X Date	Board Chair (over \$50,000) Print Name: Don Elwell, Chair X Date
6. County Administrator or Designee Signature	7. Board Chair or Designee Signature

Exhibit "A" **Scope of Work**

Project: New Sebring Fuel Station – Project # 21112

This Scope of Work amends Exhibit "A" Scope of Work contained in CSA #3, approved on April 16, 2024, by expanding TASK 9 and TASK 17 of the Scope of Work and expanding the PERIOD OF SERVICES for the Project.

The CONSULTANT shall provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

TASK 9: Architectural and Structural, Mechanical, Electric, and Plumbing Professional Engineering Services

The CONSULTANT shall provide, in addition to the services and deliverables contained in CSA #3, the following additional services and deliverables:

Services During Construction:

7. Attendance by the Engineer of Record at up to six (6) team meetings approved by the COUNTY for an average of one (1) hour per meeting.
8. Field observations conducted by technical staff (up to four (4) field visits approved by the COUNTY) and preparation of reports as a result of such visits.
9. Field observations by Engineer of Record (up to three (3) visits approved by the COUNTY). This may include pay application observations.
10. Review and advise on Requests For Information, shop drawings and submittals.
11. Answer questions, review and advise on submittals, review and comment on Payment Applications submitted by the Construction Contractor, review and respond to other requests, and certify the Project.

Deliverables

2. Field observation reports
3. Final DEP report
4. Substantial and Final completion approval

TASK 17: Civil Engineering Services During Construction

The CONSULTANT shall provide, in addition to the services and deliverables contained in CSA #3, the following additional services and deliverables:

Construction Phase Services:

7. Attendance by the Architect/sub-Engineer at up to six (6) team meetings approved by the COUNTY for an average of one (1) hour per meeting
8. Review and advise on Requests for Information, shop drawings and submittals review

9. Answer questions, review and advise on submittals, and certify project completion.

Deliverables

4. Fully certified project completion documentation.

AMENDMENT TO PERIOD OF SERVICES:

The PERIOD OF SERVICES for TASK 9 (Architectural and Structural, Mechanical, Electric, and Plumbing Professional Engineering Services) and TASK 17 (Civil Engineering Services During Construction) is hereby extended to August 27, 2026 for final completion of services, in accordance with construction completion.

Exhibit "B"
Compensation

TASK 9 and TASK 17 in Exhibit "B" are hereby deleted in their entirety and replaced with the following:

New Sebring Fuel Station		
TASK	DESCRIPTION	FEE
9	Architectural and Structural, Mechanical, Electric, and Plumbing Professional Engineering Services (CSA #3: \$62,947.50 + CSA #3-3: \$3,000.00)	\$65,947.50
17	Civil Engineering Additional Services During Construction (CSA #3: \$18,685.00 + CSA #3-3: \$7,930.00)	\$26,615.00

Exhibit "C"
Sub-Consultants

Type/Service: Professional architectural and subconsultant professional structural, mechanical, electrical, and plumbing engineering services

Name: Furr, Wegman, & Banks Architects, P.A.
Address: 625 East Orange Street, Lakeland, FL 33801
Contact: Cindy Green, AIA
Phone: 863-688-1211
Email: cgreen@fwbarchitects.com

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

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

Subject/Title: Request approval of License Agreement between Center Ridge Caretaking, Inc. and Highlands County. (\$0)

Statement of Issue

On March 30, 2026, Highlands County purchased the Center Ridge property, which included an agreement to allow the former owner to harvest the existing Valencia orange crop. Following the purchase, a freeze prevented the 2025–2026 Valencia crop from being harvested. Because the property is not anticipated to be ready for development before the next harvest season, this License Agreement would allow Center Ridge Caretaking, Inc. to maintain the citrus grove, harvest the 2026–2027 Valencia crop, and perform related maintenance activities through May 1, 2027. Maintaining the grove during this interim period is expected to help reduce potential environmental concerns associated with an unmanaged property. The agreement requires the licensee to assume all maintenance costs, comply with specified operating conditions, and maintain the required insurance coverage.

Recommended Action

Move to approve the License Agreement between Center Ridge Caretaking, Inc. and Highlands County.

Fiscal Impact

There is no fiscal impact.

Attachments:

1. License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made by and between Highlands County, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 (“COUNTY”) and Center Ridge Caretaking, Inc., a Florida Corporation, 1531 Lakeview Drive, Sebring, Florida 33870 (“LICENSEE”). The COUNTY and LICENSEE are collectively referred to herein as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, on March 30, 2026, the COUNTY purchased certain vacant real property from the LICENSEE as more particularly described and identified in **Exhibit “A,”** attached hereto (“Property”); and

WHEREAS, as part of the sale and purchase agreement, the COUNTY and the LICENSEE agreed to enter into a License Agreement for the sole purpose of enabling the LICENSEE to harvest the 2025/2026 Valencia crop on the Property; and

WHEREAS, the 2025/2026 Valencia crop on the Property was hit by a freeze soon after the closing on the Property and was not able to be harvested; and

WHEREAS, the COUNTY has determined that because the Property will not be ready for development prior to the 2026/2027 harvest season, allowing the Valencia grove on the Property to be maintained will likely enable the COUNTY to avoid pre-development, environmental concerns from arising; and

WHEREAS, the COUNTY has determined that the LICENSEE is best situated to maintain the Property, in its current condition, to guard against environmental issues; and

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

1. Grant of Rights.

The COUNTY hereby grants a license to LICENSEE over the Property with the right to use the Property for the Permitted Uses as defined herein, as of the date of execution hereof by the COUNTY (“Commencement Date”).

2. Permitted Uses.

(a) Subject to the terms and conditions of this Agreement, LICENSEE may use the Property, utilizing best management practices, for the following purposes which shall be referred to collectively herein as “Permitted Uses”:

- i. maintaining the Property free of pests and vermin;
- ii. maintaining the Valencia crop on the Property;

- ii. mowing, chopping, or burning to prevent exotic and other unwanted vegetation;
- iii. applying fertilizer and irrigation according to soil testing results performed periodically based on best management practices;
- iv. harvesting the 2026/2027 Valencia crop on the Property

(b) LICENSEE's use the Property shall not unreasonably interfere with, disrupt, or obstruct COUNTY's use of the Property.

(c) Prior to any addition or modification of the Property used by LICENSEE, LICENSEE shall obtain the COUNTY's prior written consent.

(d) LICENSEE shall not damage the Property and shall immediately repair any damage to the Property directly resulting from LICENSEE's exercise of its rights hereunder.

(e) LICENSEE shall not locate or operate any cranes or other heavy machinery on the Property, without COUNTY's prior written approval except such equipment necessary to conduct the Permitted Uses.

(f) LICENSEE shall maintain the Property in good condition at all times; its use shall not cause detrimental effects to the value of the Property nor shall it create responsibility or liability whatsoever for the COUNTY.

(g) The LICENSEE agrees that its ability to use the Property is contingent upon LICENSEE's ability to obtain and maintain any required government approvals and/or permits related to the Permitted Uses. The COUNTY agrees to reasonably cooperate with LICENSEE to prepare, execute, and file any required applications for LICENSEE to obtain government approvals for its use of the Property.

3. Prohibited Uses.

(a) LICENSEE is specifically prohibited from using the Property for any purpose other than a Permitted Use.

(b) LICENSEE must not use any hazardous chemicals or materials related to the Permitted Uses.

(c) LICENSEE shall not use the Property in a manner which results in pollution under any Federal or State water quality standards. In such an event, LICENSEE shall be solely responsible for the cost of remediation.

(d) LICENSEE must not remove or significantly disturb the existing soil on the Property.

(e) LICENSEE must not use the Property in a manner inconsistent with or not permitted by the zoning on the Property.

(f) LICENSEE must not use the Property in a manner that will have any impact on existing wetlands or any other existing natural resources other than exotics or other unwanted vegetation.

(g) LICENSEE must not interfere with or damage any of the monitoring wells within the area of the Property.

(h) LICENSEE must not impact or in any way jeopardize the existing natural gas pipeline within the area of the Property.

(i) LICENSEE must not allow anyone other than authorized personnel and/or its contractors to access the Property.

(j) LICENSEE shall not use the Property for hunting or use firearms of any type.

(k) LICENSEE shall not use off-road vehicles on the Property which are not associated with the Permitted Uses.

(l) LICENSEE shall not possess or use alcohol or any other illegal substances on the Property.

(m) LICENSEE shall not use the Property for camping or residential purposes.

4. Conditions Precedent; Prior Approvals.

LICENSEE represents, to the best of its knowledge, that it has obtained, or will obtain, all applicable governmental licenses, permits and approvals enabling it to use the Property for its intended purpose as set forth herein.

5. Term and Extension.

The initial term of this License Agreement shall extend from the Commencement Date through and including LICENSEE's harvest of the 2026/2027 Valencia crop which shall be no later than May 1, 2027.

6. License Fees.

(a) Commencing on the Commencement Date, LICENSEE shall be solely responsible for all costs associated with maintaining the Property for the Permitted Uses as set forth herein.

(b) LICENSEE shall be responsible for the cost of any utilities needed for the Property as well as any other fees or amounts charged or related to LICENSEE's use of the Property.

7. Ongoing Access to Property.

Throughout the Term of this Agreement, LICENSEE shall have the right of access without escort to the Property for its employees and agents to use of the Property in accordance herewith, twenty-four (24) hours a day, seven (7) days a week. In exercising its right of access to the Property herein, LICENSEE agrees to cooperate with any reasonable security procedures utilized by the COUNTY for the Property.

8. LICENSEE's Equipment.

(a) All of LICENSEE's equipment placed on the Property shall remain the personal property of LICENSEE and shall not be considered fixtures on the Property. Upon natural expiration or termination of this Agreement, LICENSEE shall remove LICENSEE's equipment in accordance with this Agreement.

(b) Subject to the prior written authorization of the COUNTY, approval of any plans and specifications and receipt of all necessary permits, the LICENSEE may:

- i. install, or cause to be installed, a water supply system;
- ii. install, or cause to be installed, temporary cow pens; and/or
- iii. conduct controlled burns with necessary accommodations.

(c) LICENSEE shall have the responsibility to pay any personal property taxes, assessments, or charges owed for LICENSEE Facilities or which are directly attributable to LICENSEE's improvements and/or LICENSEE's use of the Premises. In the event the COUNTY receives a notice of assessment with respect to which taxes or assessments are imposed on LICENSEE's equipment on the Property, the COUNTY shall provide LICENSEE with copies of each such notice as soon as reasonably practical after receipt.

9. Default; Termination.

(a) During the Initial Term, the COUNTY agrees not to terminate this Agreement except upon default by LICENSEE. The LICENSEE may terminate this Agreement given ninety (90) days' written notice.

(b) LICENSEE shall be in default under this Agreement for failure to perform any term or condition of this Agreement after thirty (30) days written notice from the COUNTY, specifying the failure. Such cure period may be extended beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSEE commences the cure within the thirty (30) days period and thereafter continuously and diligently pursues the cure to completions.

(c) If LICENSEE remains in default beyond any applicable cure period, the COUNTY will have the option to pursue any one or more of the following remedies without any additional notice of demand:

- i. terminate this Agreement, in which event LICENSEE shall remove all of its improvements and personal property from the Property and vacate the Property in accordance with the terms of this Agreement; and/or
- ii. perform what LICENSEE is obligated to do under this Agreement and has failed to do after the expiration of the applicable cure or grace period. LICENSEE shall reimburse the COUNTY after LICENSEE's receipt of an itemized invoice for any reasonable expense that the COUNTY actually incurs, in effecting compliance with this Agreement on behalf of the LICENSEE.

(d) No right or remedy conferred upon either party shall be considered exclusive of any other right or remedy but shall be in addition to every other right or remedy available to the non-defaulting party under this Agreement or by law. Any right or remedy of the non-defaulting party may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to a party under this Agreement shall not impose any obligation on such party to exercise the right, remedy, option or election.

10. Condemnation.

In the event the COUNTY receives notification of any condemnation proceedings affecting the Property, the COUNTY will provide notice of the proceeding to LICENSEE as soon as reasonably practical. If a condemning authority takes all of the Property, or a portion which in COUNTY's sole, reasonable opinion is sufficient to render the Property unsuitable for LICENSEE's ongoing operation, then this Agreement shall terminate without further liability of LICENSEE as of the date when title vests in the condemning authority. All condemnation proceeds or awards shall be the sole property of the COUNTY and LICENSEE shall have no claim thereto. However, the LICENSEE may maintain a separate so long as such claim does not reduce the COUNTY's entitlement to full compensation under the law. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

11. Insurance.

LICENSEE shall maintain the following required insurance: (1) Commercial General Liability, with limits of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers' Compensation as required by law. The Parties agree that neither the provisions of this paragraph, nor the purchase of insurance pursuant to this paragraph, nor including the COUNTY as an additional insured, nor the delivery of any certificate of insurance to the COUNTY shall alter the COUNTY's right to sovereign immunity or extend the COUNTY's liability beyond the limits established by Florida Statutes, Section 768.28. The COUNTY shall be included as an additional insured by endorsement with respect to this Agreement. LICENSEE shall provide the COUNTY with a certificate of insurance evidencing the coverage required by this paragraph and Indemnification required in accordance herewith within thirty (30) days of the Commencement Date.

12. Assignments or Transfers.

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

13. Non-disturbance and Quiet Enjoyment.

So long as LICENSEE is not in default under this Agreement beyond any applicable cure or grace period, LICENSEE shall be entitled to quiet enjoyment of the Property during the Term of this Agreement.

14. Removal of Facilities Upon Termination or Expiration.

Upon termination or natural expiration of this Agreement, LICENSEE shall within ninety (90) days ("Removal Period"), remove its equipment and personal property, and otherwise restore the Property to its original condition, reasonable wear and tear excepted. If after the expiration of the Removal Period the equipment remains on the Property, the COUNTY may dispose of any and all remaining of LICENSEE's equipment as it deems appropriate in its sole discretion and invoice LICENSEE for any and all costs associated with the same. This provision shall survive the termination or natural expiration of this Agreement.

15. Indemnification and Liability.

LICENSEE hereby agrees to indemnify, hold harmless HIGHLANDS COUNTY and its respective elected officials, officers, directors, employees, agents, contractors, and subcontractors from and against any and all injury losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) arising from LICENSEE's use, operation, maintenance or repair of the Property or LICENSEE's access to the Property. This provision shall in no way be construed as a waiver of the COUNTY's right to sovereign immunity and the protections afforded by Florida Statutes, Section 768.28. This indemnity and liability provision shall survive the cancellation or expiration of this Agreement.

16. Notices and Deliveries.

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight delivery service to the address of the respective parties set forth below:

If to COUNTY: HIGHLANDS COUNTY
 ATTN: County Administrator
 600 S. Commerce Avenue
 Sebring, Florida 33879

With a mandatory
copy to: County Attorney
 600 S. Commerce Avenue
 Sebring, Florida 33879

If to LICENSEE: Center Ridge Caretaking, Inc.
 1531 Lakeview Drive
 Sebring, Florida 33870

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

17. Employment Eligibility Verification.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, LICENSEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-

54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, LICENSEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees specifically performing work under this Agreement as well as all newly hired employees. In addition, LICENSEE shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to LICENSEE stating that the subcontractor does not employ, contract with, or subcontract with any ineligible individuals, and LICENSEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of LICENSEE's breach of this provision, any and all such costs shall be paid by LICENSEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

18. Public Records.

(a) Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY: GLORIA RYBINSKI
600 COMMERCE AVENUE
SEBRING, FLORIDA 33870
(863) 402-6832
GRYBINSKI@HIGHLANDSFL.GOV**

(b) LICENSEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY for the scope of this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the COUNTY.

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

19. Miscellaneous.

(a) Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) Binding Effect. Each Party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

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

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

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

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

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

(i) Certification. LICENSEE certifies by signing this Agreement that no Commissioner or employee of the COUNTY has solicited or accepted gratuities, favors, or anything of monetary value from LICENSEE, or parties to subcontracts. LICENSEE and subcontractors shall not pay any gratuities, favors, or anything of monetary value to any County Commissioner or employee of Highlands County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Agreement is effective the ____ day of _____, 2026.

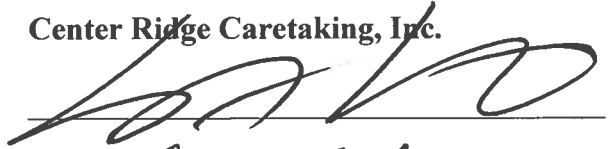
HIGHLANDS COUNTY

Don Elwell, CHAIRMAN

Jerome Kaszubowski, Clerk

LICENSEE

Center Ridge Caretaking, Inc.



Print: George F. Laurent

Title: Managing Member

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of George F Laurent, as Managing Member, of Center Ridge Caretaking, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and bind the corporation and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2nd day of July, 2026.

(stamp)

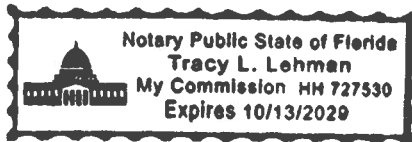

NOTARY PUBLIC

EXHIBIT "A"
The Property

Parcel ID	Property Address
C-28-34-29-050-0210-0000	1376 Sebring Parkway, Sebring, FL 33870
C-28-34-29-050-0220-0000	307 Sheriffs Tower Road, Sebring, FL 33870
C-28-34-29-050-0230-0000	320 Sheriffs Tower Road, Sebring, FL 33870
C-28-34-29-050-0440-0000	416 Sheriffs Tower Road, Sebring, FL 33870
C-28-34-29-050-0470-0000	500 Sheriffs Tower Road, Sebring, FL 33870

Parcel 1:

Farm Lots 21 and 23, of LAKE VIEW PARK TRACT, in Section 28, Township 34 South, Range 29 East, according to the plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of DeSoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, and Print Book, Page 14, of the Public Records of Highlands County, Florida.

Parcel 2:

Farm Lot 22, of LAKE VIEW PARK TRACT, in Section 28, Township 34 South, Range 29 East, according to the plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of DeSoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, and Print Book, Page 14, of the Public Records of Highlands County, Florida.

Parcel 3:

Farm Lots 44, 47 and 48, of LAKE VIEW PARK TRACT, in Section 28, Township 34 South, Range 29 East, according to the plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of DeSoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, and Print Book, Page 14, of the Public Records of Highlands County, Florida, LESS AND EXCEPT railroad right-of-way in Deed Book 7, Page 287 and Page 289, LESS road right-of-way in Official Records Book 1263, Page 527 and Page 525, and LESS that part Deeded to School Board of Highlands County, Florida, recorded in Official Records Book 1499, Page 1666, and LESS AND EXCEPT that portion of the following described property lying South and West of the Seaboard Air Line Railroad right-of-way: Farm Lot 44, of LAKE VIEW PARK TRACT, in Section 28, Township 34 South, Range 29 East, according to the plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of DeSoto County, Florida, of which Highlands County was formerly a part, and recorded in Transcript Book, Page 11, and Print Book, Page 14, of the Public Records of Highlands County, Florida.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 32313 Broadway Street Suite 101 Sebring FL 33870	CONTACT NAME: Darlene Dunihue PHONE (A/C, No, Ext): (863) 658-6041 E-MAIL ADDRESS: Darlene.Dunihue@bbrown.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: Bridgefield Employers Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24112 10701
INSURED Center Ridge Caretaking Inc 1531 Lakeview Dr Sebring FL 33870		

COVERAGES

CERTIFICATE NUMBER: 26-27 Master COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CAG1998345	02/09/2026	02/09/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Property damage-single limit \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAG1998345	02/09/2026	02/09/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	830-53622	05/01/2026	05/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Citrus Caretaking Operation
Additional Insured in favor of Highland County a political Subdivision of State of FL the applies to General Liability & Auto when required by written agreement or contract

CERTIFICATE HOLDER

CANCELLATION

Highland County a political Subdivision of the State of FL 600 S Commerce Ave. Sebring FL 33870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Rachael Navarrete, Planner I, Cynthia Carman Kramer, Planning & Zoning Manager

Subject/Title: Public hearing to consider adoption of Resolution 25-26-143 for P&Z 2192, amending the Official Zoning Atlas for an approximate 9.11-acre parcel from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District.

Statement of Issue

The Applicant is requesting a change to the Official Zoning Atlas to change the zoning designation for an approximate 9.11-acre parcel, located at 3925 Muriel Avenue, Sebring, from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District, to allow for future development of multifamily housing.

The Planning and Zoning Commission recommended approval of P&Z 2192 by a vote of 6-1.

Recommended Action

Move to approve and adopt Resolution 25-26-143, for P&Z 2192, changing the Official Zoning Atlas for an approximate 9.11-acre parcel from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District, referencing the mandatory findings of fact and becoming effective as provided by law.

Fiscal Impact

No fiscal impact.

Attachments:

1. P&Z 2192 BCC Staff Report
2. Resolution No. 25-26-143
3. P&Z 2192 Application

**HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 7/21/2026
Case Number: P&Z 2192	Case Name: JI Realty LLC Rezone
Agents: Dana Riddell & Jeff Kennedy	Property Owner: JI Realty LLC
Public Hearing: BCC Agenda Item 10.A.	Case Staff Member: Rachael Navarrete

Request: The Applicant is requesting a change to the Official Zoning Atlas to change the zoning designation from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District.

General Location: An approximate 9.11-acre parcel consisting of two non-contiguous areas, with the northern portion situated on Muriel Avenue, the southern portion located along E O Douglas Avenue and located approximately 0.38 miles east of Martin Luther King Jr. Boulevard, and 0.32 miles west of School Street.

Address: 3925 Muriel Avenue, Sebring, Florida 33870

Parcel ID: [C-21-34-29-050-0550-0000](#)

Staff Recommendation and Minutes:

- 1. Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Approve and adopt Resolution 25-26-145, for P&Z 2192, changing the Official Zoning Atlas for an approximate 9.11-acre parcel from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District, referencing the mandatory findings of fact and becoming effective as provided by law.
- 2. Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2192, changing the Official Zoning Atlas for approximately 9.11 acres from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District, referencing the mandatory findings of fact and becoming effective as provided by law.
- 3. Excerpt from the June 9, 2026, DRAFT P&Z Minutes, and Recommendation to the BCC: “A. P&Z 2192 - JI REALTY LLC C/O DANA RIDDELL & JEFF KENNEDY** An approximate 9.11-acre parcel located at 3925 Muriel Avenue, Sebring, and identified by Parcel Identification No. C-21-34-29-050-0550-0000.

The Applicant is requesting a change to the official Zoning Atlas from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District.

Mrs. Ezell read the request into the record. Mrs. Navarrete confirmed proof of advertising requirements and noted there was one letter received in objection to the request and no letters received in favor of the request. Agents Dana Riddell and Jeff Kennedy were present and sworn in. Mrs. Riddell gave a brief description regarding the application. Discussion ensued amongst the Commission members, staff, County Attorney, and the agent regarding the uses permitted in the R-3 district, which includes hotels and motels, as compared to the R-3 NC district. Mrs. Culpepper advised that the Commission could recommend a zoning district of lesser intensity than what was advertised. The agent provided insight that they understand the need to annex the property into the City of Sebring. However, if for some reason the annexation is unable to be accomplished at this time, the desired zoning designation would be in place if and when they annex in the future.

Acting Chair Ezell opened the floor for public comment. There was one member of the audience that spoke against the request, noting concerns about specific uses such as a hotel and motel and the advertisements announcing the incorrect property address. Staff noted the property's assigned address is on Muriel Ave, but the legal description of the property describing the parcel abutting both Muriel and E O Douglas is correct.

Motion made by Mr. Boring and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2192, changing the Official Zoning Atlas for approximately 9.11 acres from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, Mr. Boring, Mr. Youngman, Mrs. Lopez, Mr. Roberts, Mr. Brown, Mrs. Ezell voted yes and Mrs. Sclater voted no. **Motion carried 6-1."**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is a change to the Official Zoning Atlas for an approximate 9.11-acre parcel, from AU to R-3.

The Applicant is proposing to use the property for future multi-family residential development. While no conceptual site plan has been submitted at this time, the Applicant is proposing between 36 and 72 multi-family dwelling units.

2. Notices to Surrounding Property Owners.

On May 21, 2026, notices were mailed to 58 surrounding property owners notifying them of the public hearings before the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Former Grove	Medium Density Residential (RM)	AU
Adjacent Property to the North	Vacant & Single Family Residential (SFR)	High Density Residential (RH)	M-1-S Mobile Home and Residential Subdivisions District
Adjacent Property to the South	Former Grove	Agriculture (AG)	AU
Adjacent Property to the East	Vacant Institutional	AG	AU
Adjacent Property to the West	Vacant & SFR	RM & S RH	R-3 & S R4 (City of Sebring)

The proposed intensity and character of development are compatible with the surrounding area.

4. Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan;
- Highlands County 2050 Comprehensive Plan ("Comp Plan"):
 - Future Land Use Policies:
 - Policy 1.1, General Growth Management Strategy;
 - Policy 1.2.D.3, Medium Density Residential (RM).

Zoning:

- Highlands County Land Development Regulations ("LDRs"):
 - Section 12.05.200: AU Agricultural District;
 - Section 12.05.213: R-3 Multiple-Family Dwelling including Motel and Hotel District.

5. Staff Analysis:

Background:

The subject property consists of two non-contiguous areas, bisected by a separate parcel under the same ownership as the Applicant, located within the incorporated limits of the City of Sebring. The property was historically used as an orange grove, which has been cleared in recent years. The site is currently vacant with overgrown grassy vegetation, and contains an existing pumphouse.

Future Land Use:

The subject property has a Future Land Use designation of Medium Density Residential (RM). This category is intended to accommodate a range of residential housing types at moderate densities, supporting both single-family and two-family development patterns and providing both ownership and rental opportunities. In accordance with Policy 1.2.D.3 of the Comprehensive Plan, the RM designation allows residential densities generally ranging from 4 to 8 dwelling units per acre, depending on the housing type and development form.

Most of the surrounding area is also designated RM, reflecting an established residential neighborhood with a mix of single-family and multi-family residential development. The proposed rezoning is consistent with the RM Future Land Use designation, as the requested zoning district supports residential uses and densities that fall within the allowable range for this category. The rezoning would maintain compatibility with the development pattern envisioned by the Comprehensive Plan and would not exceed the density permitted under the RM designation.

Zoning:

The surrounding area includes properties located within both Highlands County jurisdiction and the incorporated limits of the City of Sebring. Zoning patterns in the immediate area include districts that permit residential densities comparable to the requested R-3 zoning, contributing to a development pattern consistent with the Applicant's request.

The Applicant has not submitted a conceptual site plan at this time; however, the proposed rezoning is intended to accommodate approximately 36 to 72 multi-family dwelling units on the property. This anticipated density is generally consistent with surrounding zoning and development patterns, including those on adjacent properties located within the City of Sebring.

Department Comments and Analysis of Petitioner's Proposal:

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

Highlands County Road & Bridge: Upon development, no ingress/egress should be granted to Muriel [Ave]. If such is allowed, then Amy Ave, Douglas Ave, and Muriel [Ave] should be widened to the paved County standard of 22' minimum width, as well as Cemetery Rd widened to 22' minimum width from Amy Ave west to MLK Jr. Blvd. Preferred ingress/egress should be E O Douglas Ave with additional right-of-way attained along the parcel connection. E O Douglas Ave should be widened to the paved County standard of 22' minimum width from east terminus of the parcel to MLK Jr. Blvd.

Highlands County Engineering: The applicant shall undergo the commercial development review process, and additional requirements may be identified at that time.

Highlands County Fire Rescue: Multiple-Family Dwelling units would not mirror the surrounding properties. I could see single-family dwelling units up to quadplexes based on the surrounding properties. Just including information about anything over 3 units will require fire sprinkler systems. They will need fire hydrants.

No Comment	No Response
Highlands County Code Enforcement	Highlands County Emergency Management
Florida Department of Health	Highlands County Economic Development
	Highlands County Building Department
	Highlands County Natural Resources
	Highlands County Sheriff's Office
	City of Sebring
	Southwest Florida Water Management District
	Avon Park Air Force Range
	Highlands County School Board

2. **Planning Analysis:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 140 and 150 feet.
2. **Soils:** The soil underlying the site is Astatula sand. The available water capacity is very low, with a very rapid permeability. Depth to the water

table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.

3. **Surface Waters:** The subject parcel contains no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The land is currently vacant. There was a citrus grove on the site that was cleared within recent years.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Current Zoning Population Yield:** The current AU zoning allows a maximum of one dwelling unit per five acres. Under the current zoning, the property carries a potential population yield of 2 persons (9.11 acres / 5 acres = 1.82 dwelling units; 1 dwelling units x 2.25 persons = 2 persons).
5. **The Applicant's proposed development program:** The Applicant is proposing to use the site for multi-family residential development, with 36 to 72 dwelling units.
6. **Proposed Zoning Designation:** The proposed zoning designation is R-3.
7. **Proposed Zoning Population Yield:** Under the proposed multiple-family R-3 zoning, the property would carry a potential population yield of about 164 persons (9.11 acres x 8 dwelling units per acre = 72.88 dwelling units; 73 dwelling units x 2.25 persons = 164.25).

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. However, since the former grove use was discontinued, the site has begun to revegetate and has a soil type conducive to Xeric upland habitat.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number 12055C0143C, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs. The development should consider sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities. Per Policy 10.11 of the Land Use Element of the Comp Plan, **all real estate transactions shall include a disclosure regarding the proximity of property to a**

military airfield, including all listing agreements, sales and rental contracts, subdivision plats, and other marketing materials.

6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Section 12.12.301 of the LDRs.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property is proposed to be served by the City of Sebring central water system. The City has confirmed the capacity and willingness to serve the development.
2. **Central Wastewater:** The property is proposed to be served by the City of Sebring central wastewater system. The City has confirmed the capacity and willingness to serve the development.
3. **Solid Waste:** The property is required to be serviced by the county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The southern site has direct access onto E O Douglas Avenue, a 2-lane minor collector road, while the northern portion of the parcel has direct access onto Muriel Avenue, a 2-lane County-maintained local road. No ingress/egress shall be permitted from Muriel Avenue without roadway improvements, which would be addressed during the site plan or plat review process.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will be required to maintain the county-wide Park & Recreation Level of Service (LOS) standard of 10 acres per 1,000 population, as stated in Policy 1.1 of the Recreation and Open Space Element of the Comp Plan, and meet the LOS and park classifications standard of the Highlands County Parks & Recreation Master Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.
8. **Emergency Services:** The closest staffed Fire/EMS station, Station 19, located at 6800 W. George Blvd, is about 5.8 miles or 12 minutes away, which does not meet the LOS standard of Highlands County Fire Rescue.

E. Traffic Impacts: Pursuant to the Comprehensive Plan Technical Support Section, a traffic analysis will be required at the time of development.

F. Schools: The proposed use is residential in nature. Pursuant to Florida Statutes (F.S.) 163.3177 and F.S. 163.3180, and Sections 12.13.150 and 12.13.151 of the LDR, school concurrency will be required. The Applicant has provided a School Capacity Planning Tool letter from School Board indicating sufficient available capacity to support the proposed development at this time.

- G. Airports:** The subject property is located approximately 8.62 miles southeast of the Avon Park Executive Airport and 5.90 miles northwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change is consistent with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change is consistent with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, is not required for the proposed zoning change, but will be required at the time of development.

Historical and Archaeological Clearance: The proposed zoning change is not required to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan, and Section 12.15.205 of the LDRs.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning and Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt Resolution 25-26-145, for P&Z 2192, changing the Official Zoning Atlas for an approximate 9.11-acre parcel from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Zoning Map
- Exhibit 4: Proposed Zoning Map
- Exhibit 5: Site Photographs

Exhibit 1:

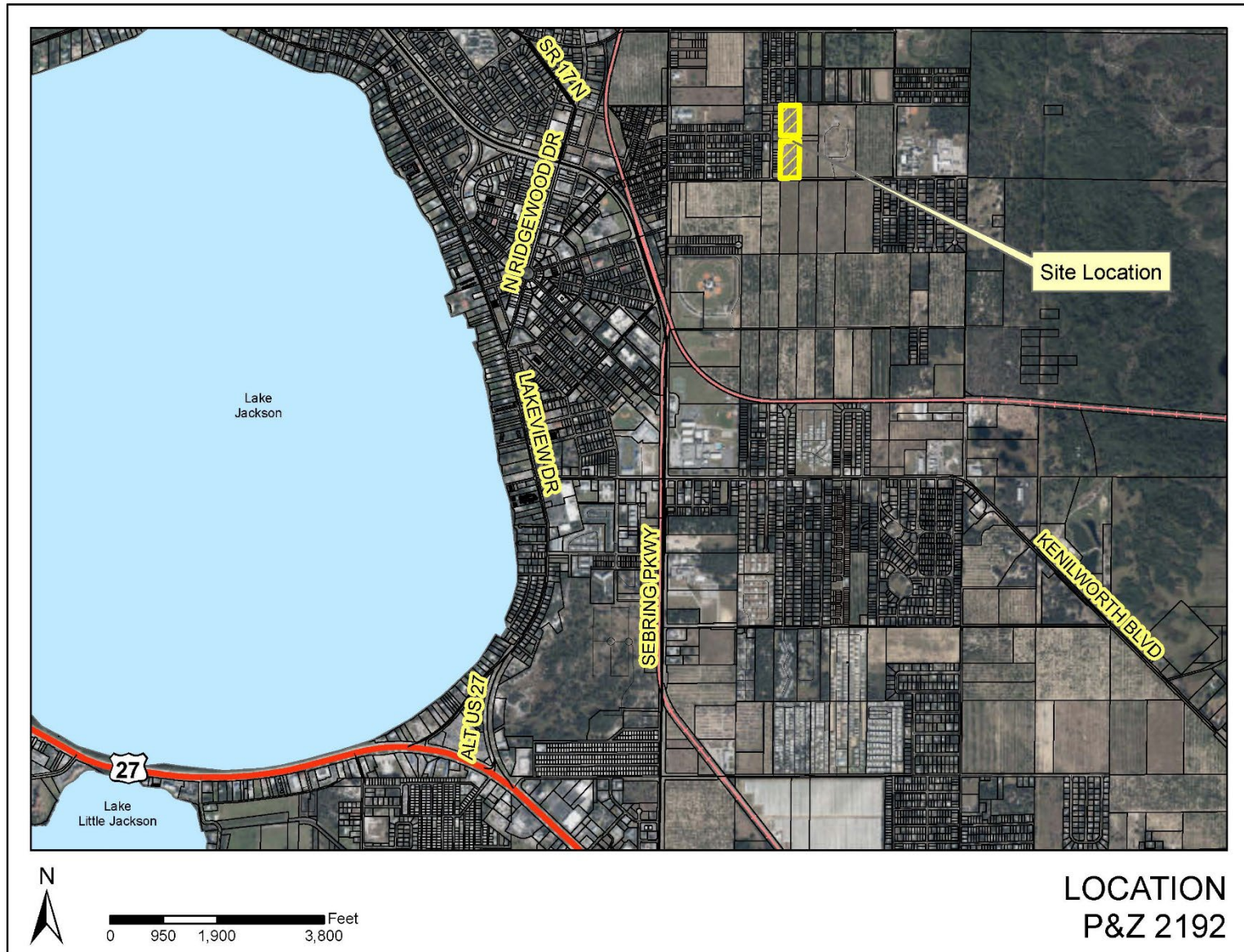


Exhibit 2:

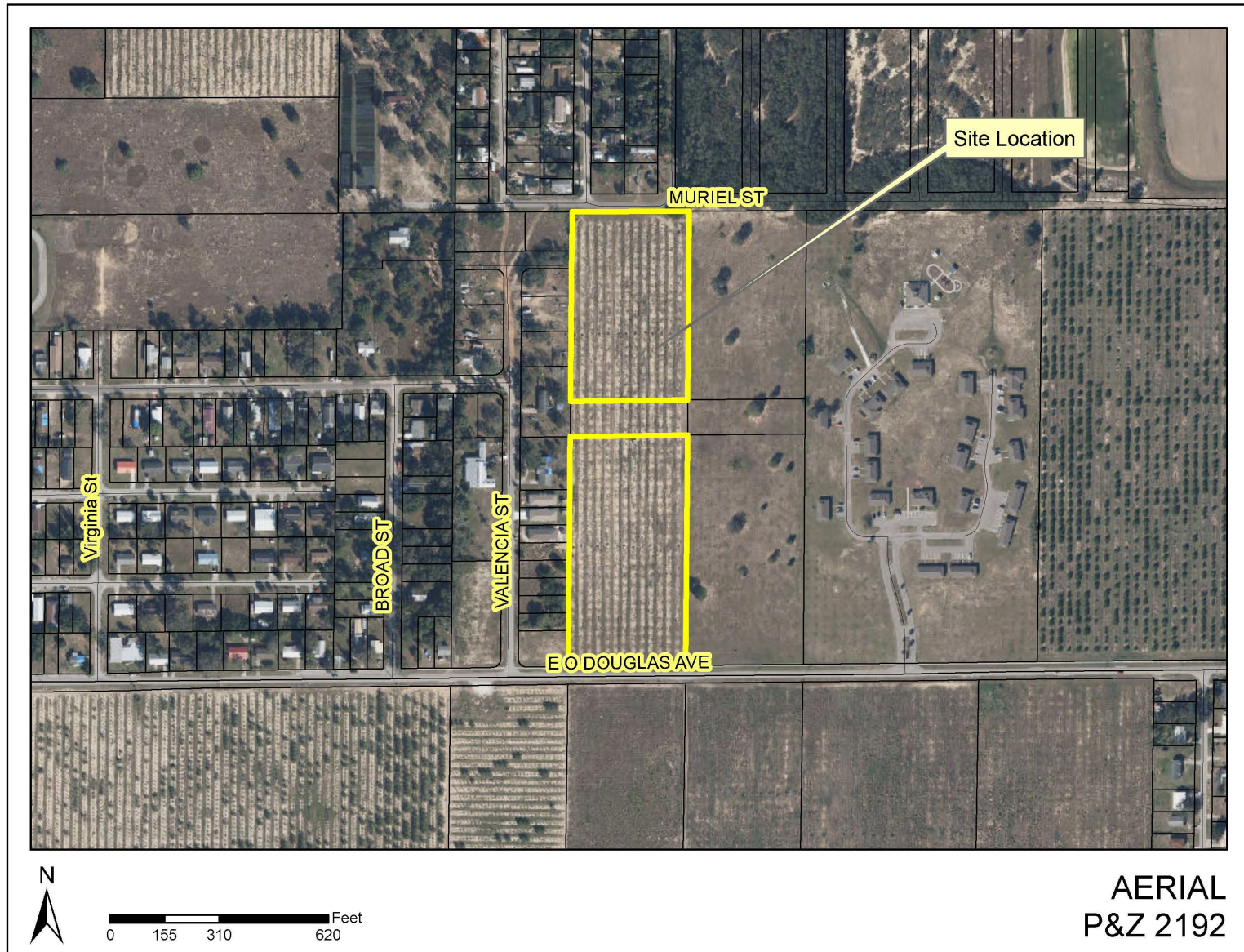


Exhibit 3:



Exhibit 4:

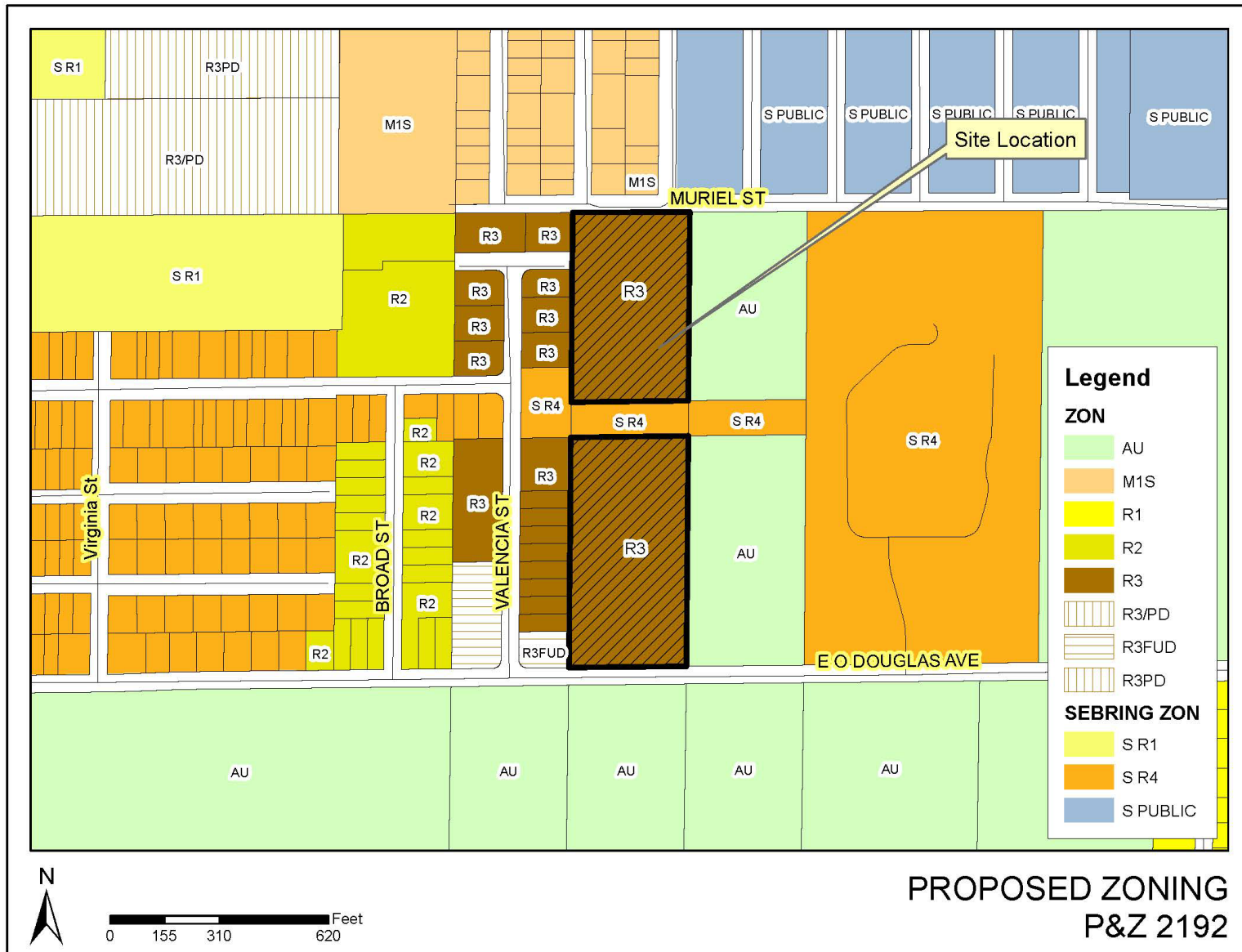


Exhibit 5:



RESOLUTION NO. 25-26-143

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-21-34-29-050-0550-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances ("Code"), Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-21-34-29-050-0550-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the Highlands County Planning and Zoning Commission held a duly noticed public hearing on June 9, 2026, to review the proposed zoning change for the Property, identified by Case No. P&Z 2192; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval and adoption of the proposed zoning change, P&Z 2192; and

WHEREAS, the County finds that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2050 Comprehensive Plan ("Plan"); and

WHEREAS, the County finds that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan and Section 12.12.603 of the Code, **is required** for any development consistent with the proposed zoning change; and

WHEREAS, the County has determined that the proposed zoning change does not require Historical or Archaeological Clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan and Chapter 12, Article 15 of the Code; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Code regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

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

SECTION 2. APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-21-34-29-050-0550-0000 and more particularly described as:

LAKE VIEW PARK TRACTS, LOT 55, IN SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST AND ACCORDING TO THE PLAT THEREOF AS RECORDED IN TRANSCRIPT BOOK, PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA;

LESS AND EXCEPT ROAD RIGHTS-OF-WAY AND;

LESS AND EXCEPT A 100 FOOT STRIP OF LAND AS DESCRIBED IN CITY OF SEBRING ORDINANCE #587, DATE APRIL 4, 1978; RUNNING WESTERLY TO THE WEST LINE OF LOT 56 OF SAID LAKE VIEW PARK TRACTS, FROM THE EXTENDED SOUTH LINE OF LOT 13 AND THE EXTENDED NORTH LINE OF LOT 14, BOTH BEING IN BLOCK 4 OF VALENCIA SUBDIVISION AS PER THE PLAT RECORDED IN PLAT BOOK 6, PAGE 50, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; ALSO IDENTIFIED AS PARCEL S-21-34-29-050-0551-0000.

is hereby changed from AU Agricultural District to R-3 Multiple-Family Dwelling including Motel and Hotel District.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is R-3 Multiple-Family Dwelling including Motel and Hotel District.

C. At the time of development on the Property, the Property Owner, or any representative thereof, shall comply with all County Code requirements imposed during the development review process.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such action as may be deemed

necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to P&Z 2192, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 21st day of July, 2026.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Don Elwell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

Highlands County, Florida
Zoning Change Application

Zoning change from: AU

Zoning change to: R-3

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY:

Project No. 26040005

P&Z Hearing Number: 2192 Date of Application: 4/16/2026

Amount of Fee: \$1,500.00 Receipt No.: Tax Map No.: 89-C

Hearing Dates: LP: P&Z: 4/19/2026 BCC: 7/21/2026

This application has been reviewed for completeness:

Zoning Supervisor

4/22/2026

Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.

Print Name: JI Realty LLC

Mailing Address: 6300 Creedmoor Rd, Ste 170-389, Raleigh, NC 27612

Telephone No.: E-Mail Address:

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.

Print Name: Dana Riddell & Jeff Kennedy

Mailing Address: 2224 N. Archer Rd., Avon Park, Florida 33825

Telephone No.: (484) 467-5551 & (863) 835-2055 E-Mail Address:

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See Exhibit A

4. **Strap No.(s) of Property Covered by Application:**

STRAP #: C-21-34-29-050-0550-0000 STRAP #: C-

STRAP #: C- STRAP #: C-

5. **Street Address(es) of Property Covered by the Application:** 3925 Muriel Ave., Sebring, FL 33875

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: AU Existing Land Use Classification: RM
Are the Zoning and Comprehensive Plan Consistent? ☐ Consistent ☒ Not Consistent
7. Existing Property Information: Size of Property (width) 333 feet, (depth) 536.54 and 654.10 feet,
street frontage 333 feet, water frontage N/A feet, Total acres 9.12
If different from the total acreage, the upland, or developable portion is N/A +/- acres.
8. Are there existing structures on the property? ☐ Yes ☒ No If Yes, what type (CBS, Frame, Stucco, Other
Multiple Units, Number of Dwellings per Building), and what are they used for? A pumphouse to protect the
existing water pump/well
- If multiple units, the number of dwellings per building/number of buildings: 0
9. Is the property located within the Lake Placid Regional Plan (LPRP) area? ☐ Yes ☒ No If yes, please submit
a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged
with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.
10. Vesting: Is the property vested for specific property rights? ☐ Yes ☒ No If Yes, list the Vesting Action or Order
Number or the method used to grant vested rights (state binding letter, legal lot of record, etc.): _____
11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose
name and when? _____
12. Is this hearing being requested as a result of a code violation notice? ☐ Yes ☒ No If Yes, explain. _____

13. Information on the Adjacent Properties:

	Existing Uses	FLUM Designations	Zoning Districts
North	Vacant	RM	AU
South	Vacant	RM	R-1 & R-2
East	Vacant	RL	AU
West	SFR/Vacant	RM	R-2

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): To allow multifamily residential development at a density
consistent with the underlying FLU of Medium Density Residential
15. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):
36 to 72 dwelling units
16. Proposed Development Standards (if applicable):
- A. Proposed parcel size (if increasing area with this application) n/a square feet/acre
- B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building n/a divided by Parcel size
n/a = FAR n/a % **Maximum lot coverage shall comply with the R-3 District**

SECTION V: ADDITIONAL INFORMATION REQUIRED: 17 & 18 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. Potable Water: The proposed development will be served by an off-site central potable water system. ☒ Yes ☐ No
If Yes, the potable water system requirements will be accommodated by the City of Sebring water
system.

21. Recreation and Green Space: The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: Recreation and greenspace shall comply with the Highlands County Parks and Recreation Master Plan and Highlands County Land Development Regulations.

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. Military Airport Zones (MAZ): Is this property located in an MAZ? ☒ Yes ☐ No

If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. Owner's Affidavit: Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. Agent's Affidavit: Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. Map Properties within 500 Feet: Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. List of Property Owners: List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. Land Survey: A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent: A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. Surrounding Property Owners: Have you discussed this rezoning request with the surrounding property owners? ☐ Yes ☒ No

30. Contract to Sell: Is this property under contract to sell contingent on the rezoning? ☐ Yes ☒ No

END OF APPLICATION

ATTACHMENTS:

- 1) Owner's Affidavit(s) or Corporation Affidavit
- 2) Agent's Affidavit(s)
- 3) Notarized authorization from each owner, as applicable (Form A)
- 4) Notarized authorization for agent to submit petition, as applicable (Form B)
- 5) Public Utility Information Request Format
- 6) Application Due Dates
- 7) Fee Schedule

Exhibit A

Legal Description

LAKE VIEW PARK TRACTS, LOT 55, IN SECTION 21, TOWNSHIP 34 SOUTH, RANGE 29 EAST AND ACCORDING TO THE PLAT THEREOF AS RECORDED IN TRANSCRIPT BOOK, PAGE 11, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA;

LESS AND EXCEPT ROAD RIGHTS-OF-WAY AND;

LESS AND EXCEPT A 100 FOOT STRIP OF LAND AS DESCRIBED IN CITY OF SEBRING ORDINANCE #587, DATE APRIL 4, 1978; RUNNING WESTERLY TO THE WEST LINE OF LOT 56 OF SAID LAKE VIEW PERK TRACTS, FROM THE EXTENDED SOUTH LINE OF LOT 13 AND THE EXTENDED NORTH LINE OF LOT 14, BOTH BEING IN BLOCK 4 OF VALENCIA SUBDIVISION AS PER THE PLAT RECORDED IN PLAT BOOK 6, PAGE 50, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; ALSO IDENTIFIED AS PARCEL S-21-34-29-050-0551-0000.

School Board of Highlands County School Capacity Planning Tool for Comprehensive Plan Amendments

March 13, 2026

Dana Riddell
Stonehenge Land Development Consultants LLC
31280 Tango Drive
Sebring, FL 33870

School Year of Analysis: **2025/2026**

Proposed Development:
Applicant: Dana Riddell
Location (map attached): 3925 Muriel Avenue, Sebring, FL C-21-34-29-050-0550-0000

School Attendance Zones:
Elementary: **Fred Wild Elementary**
Middle: **Hill-Gustat Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ____ Single Family ____ Mobile Home **72** Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2025/2026 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Dr. Isaac Durrance, Chairperson · Mason Whidden, Vice Chairperson
Donna Howerton · Reese Martin · Nicole Radonski

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Equal Opportunity Employment and Veteran's Preference Employer

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Fred Wild Elementary	131.36	0	131.36	5.76	125.60
Hill-Gustat Middle	261.40	0	261.40	2.74	258.66
Sebring High	154.98	0	154.98	3.32	151.66

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Dr. Isaac Durrance, Chairperson · Mason Whidden, Vice Chairperson
Donna Howerton · Reese Martin · Nicole Radonski

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JOHN SHOOP MAYOR

COUNCIL:

JOSH STEWART, PRESIDENT
HARRISON HAVERY, PRO-TEMPORE
ROLAND BISHOP
LENARD CARLISLE
REBEKAH KOGELSCHATZ



KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

March 2, 2026

Ms. Dana Riddell
Stonehenge Land Development Consultants LLC

Re: Parcel ID C-21-34-29-050-0550-0000
3925 Muriel Ave, Sebring, FL

Listed below is the water and wastewater capacities data requested for the above referenced parcel:

Potable Water

Designed capacity:	<u>14,789,600</u>	GPD
Permitted capacity:	<u>5,811,000</u>	GPD
Committed capacity:	<u>3,933,000</u>	GPD
Excess capacity:	<u>1,878,000</u>	GPD
This development demand:	<u>N/A</u>	GPD

Wastewater Treatment

Designed capacity:	<u>2,000,000</u>	GPD
Permitted capacity:	<u>2,000,000</u>	GPD
Committed capacity:	<u>1,248,000</u>	GPD
Excess capacity:	<u>752,000</u>	GPD
This development demand:	<u>N/A</u>	GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

A handwritten signature in blue ink that reads 'Kim Shands'.

Kim Shands
Assistant Utilities Director

cc: Bob Boggus, Utilities Director
File

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Hailey Collinsworth, Planner I, Cynthia Carman Kramer, Planning & Zoning Manager

Subject/Title: Public hearing to consider adoption of Resolution 25-26-144, for P&Z 2193, amending the Official Zoning Atlas for twelve parcels totaling approximately 6.3 acres from R-1 Residential District to R-2 Two-Family Dwelling District.

Statement of Issue

The Applicant is requesting a change to the Official Zoning Atlas to change the zoning designation for twelve parcels totaling approximately 6.3 acres, located at 2601, 2603, 2605, 2703, 2707, 2709, 2711, 2803, and 2809 Valerie Boulevard, and 782, 784, and 786 Memorial Drive, Sebring, from R-1 Residential District to R-2 Two-Family Dwelling District, to allow for construction of two-family dwellings.

The Planning and Zoning Commission recommended approval of P&Z 2193 by a vote of 7-0.

Recommended Action

Move to approve and adopt Resolution 25-26-144, for P&Z 2193, changing the Official Zoning Atlas for twelve parcels totaling approximately 6.3 acres from R-1 Residential District to R-2 Two-Family Dwelling District, referencing the mandatory findings of fact and becoming effective as provided by law.

Fiscal Impact

No fiscal impact.

Attachments:

1. Staff Report P&Z 2193
2. Resolution 25-26-144 P&Z 2193
3. P&Z 2193 Application

**HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 7/21/2026
Case Number: P&Z 2193	Case Name: Orange Capital Rezone
Agent: Genesis Moro	Property Owners: Orange Capital Group, LLC
Public Hearing: BCC Agenda Item 10.B	Case Staff Member: Hailey Collinsworth

Request: The Applicant is requesting a change to the Official Zoning Atlas to change the zoning designation from R-1 Residential District to R-2 Two-Family Dwelling District.

General Location: Twelve parcels totaling approximately 6.3 acres, located approximately 0.63 miles east of US 27 N, 1.57 miles north of Sebring Parkway, 0.63 miles west of Panther Parkway, and 1.21 miles southeast of Davis Citrus Road.

Addresses: 2601, 2603, 2605, 2703, 2707, 2709, 2711, 2803, and 2809 Valerie Boulevard, 782, 784, and 786 Memorial Drive, Sebring

Parcel IDs#:

C-11-34-28-070-0000-0010	C-11-34-28-070-0000-0020
C-11-34-28-070-0000-0030	C-11-34-28-070-0000-0040
C-11-34-28-070-0000-0050	C-11-34-28-070-0000-0060
C-11-34-28-070-0000-0070	C-11-34-28-070-0000-0080
C-11-34-28-070-0000-0090	C-11-34-28-070-0000-0100
C-11-34-28-070-0000-0110	C-11-34-28-070-0000-0120

Staff Recommendations and Minutes:

- Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt Resolution 25-26-144, for P&Z 2193, changing the Official Zoning Atlas for approximately 6.3 acres from R-1 Residential District to R-2 Two-Family Dwelling District, referencing the mandatory findings of fact and becoming effective as provided by law.
- Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2193, changing the Official Zoning Atlas for approximately 6.3 acres from R-1 Residential District to R-2 Two-Family Dwelling District, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the June 9, 2026 DRAFT P&Z Minutes, and Recommendation to the BCC: “B. HEARING NUMBER P&Z 2193 – ORANGE CAPITAL GROUP, LLC C/O GENESIS MORO.** Twelve parcels totaling an approximate 6.3 acres, located at 2601, 2603, 2605, 2703, 2707, 2709, 2711, 2803, and 2809 Valerie Boulevard, 782, 784, and 786 Memorial Drive, Sebring, and identified by Parcel Identification Numbers [C-11-34-28-070-0000-0010](#), [C-11-34-28-070-0000-0020](#), [C-11-34-28-070-0000-0030](#), [C-11-34-28-070-0000-0040](#), [C-11-34-28-070-0000-0050](#), [C-11-34-28-070-0000-0060](#), [C-11-34-28-070-0000-0070](#), [C-11-34-28-070-0000-0080](#), [C-11-34-28-070-0000-0090](#), [C-11-34-28-070-0000-0100](#), [C-11-34-28-070-0000-0110](#), and [C-11-34-28-070-0000-0120](#)

The Applicant is requesting a change to the Official Zoning Atlas to change the zoning designation from R-1 Residential District to R-2 Two-Family Dwelling District.

Mrs. Ezell read the request into the record. Ms. Collinsworth confirmed proof of advertising requirements and noted there were three letters received in objection to the request and no letters received in favor of the request. Agent Genesis Moro was present and sworn in. Ms. Moro provided a brief description of the request and was available to answer any questions. Mr. Boring noted he is familiar with the area and feels the request would be consistent.

Acting Chair Ezell opened the floor for public comment. There were no additional comments on this matter.

Motion made by Mrs. Lopez and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2193, changing the Official Zoning Atlas for twelve parcels, totaling approximately 6.3 acres, from R-1 Residential District to R-2 Two-Family Dwelling District, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0.”**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is a change to the Official Zoning Atlas for twelve parcels, totaling approximately 6.3 acres, from R-1 to R-2.

The Applicant is proposing to use the property for future development of two-family dwellings.

Following the June 9, 2026 P&Z hearing, the Property Owner began land clearing activity on two of the twelve lots without Environmental Clearance approval and without issuance of a land clearing permit. Citations were issued by Code Enforcement, including imposition of violation fees. These violations are currently open and unresolved.

2. Notices to Surrounding Property Owners.

On May 21, 2026, notices were mailed to 95 surrounding property owners notifying them of the public hearings before the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Properties	Vacant	Medium Density Residential (RM)	R-1
Adjacent Property to the North	Two-Family Residential (Duplex) / Single-Family Residential (SFR)	RM	R-2
Adjacent Property to the South	Vacant / Wetlands	RM	R-1
Adjacent Property to the East	SFR	RM	R-1
Adjacent Property to the West	SFR	RM	R-1

The proposed intensity and character of development are compatible with the surrounding area.

4. Applicable References:

Planning

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan;
- Highlands County 2030 Comprehensive Plan ("Comp Plan"):
 - Future Land Use Policies:
 - Policy 1.1, General Growth Management Strategy;
 - Policy 1.2.D.3, Medium Density Residential (RM).

Zoning

- Highlands County Land Development Regulations ("LDRs")
 - Section 12.05.211: R-1 Residential District;
 - Section 12.05.212: R-2 Two-Family Dwelling District.

5. Staff Analysis:

Background:

The subject parcels were created under the Holness Subdivision, recorded in 2014. A declaration of covenants and restrictions for the subdivision was recorded in 2015, which included the following:

- Only one single family dwelling, with a minimum floor area of 1,800 square feet, may be constructed on each lot.
- Lots shall not be subdivided.

The covenants and restrictions run with the land for a period of 25 years unless an instrument is recorded in the public record cancelling the declaration.

Future Land Use:

The subject properties have a Future Land Use designation of Medium Density Residential (RM). This category is intended to accommodate a range of residential housing types at moderate densities, supporting both single-family and two-family development patterns and providing both ownership and rental opportunities. In accordance with Policy 1.2.D.3 of the Comprehensive Plan, the RM designation allows residential densities generally ranging from 4 to 8 dwelling units per acre, depending on the housing type and development form.

The surrounding area is also designated RM, reflecting an established residential neighborhood with a mix of single-family homes and duplexes. The proposed rezoning is consistent with the RM Future Land Use designation, as the requested zoning district supports residential uses and densities that fall within the allowable range for this category. The rezoning would maintain compatibility with the development pattern envisioned by the Comprehensive Plan and would not exceed the density permitted under the RM designation.

Zoning:

The Applicant is proposing to develop 24 residential units across 12 parcels, effectively establishing a development pattern of two units per parcel. The surrounding area consists of both R-1 and R-2 zoned properties, with an established pattern of single-family residences and duplex dwellings along Valerie Boulevard and Memorial Drive. The immediate neighborhood reflects a typical medium-density residential development, with several existing two-family dwellings interspersed among single-family homes.

The proposed rezoning would allow a moderate increase in permitted residential density while maintaining compatibility with the existing development pattern. The surrounding zoning districts already support a blend of single-family and two-family residential uses, and the requested zoning would be consistent with the scale, intensity, and character of nearby properties.

Environmental Constraints:

Lots 3 through 12 are constrained by a 75-foot wetland conservation easement, which was established in 2008, prior to the subdivision which created the lots. Per the recorded conservation easement, the wetlands are contained within the adjoining parcel to the south, with the exception of a small area of wetlands on Lot 12. The subdivision plat further imposed a 25-foot perpetual undisturbed upland buffer within the wetland easement on lots 3, 4, 6, 7, 11 and 12. These restrictions reduce the developable lot area and available building envelope on these lots. Lot 12 in particular does not appear to have enough buildable area remaining to accommodate a two-family dwelling.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Highlands County Engineering: Our office will require a replat of this subdivision to accommodate drainage, provide shared access, and establish a dedicated right-of-way for a frontage and/or backage roadway. With the proposed rezone allowing for more intensity over the same amount of acreage considered within the original plat, a Planned Development is suggested to ensure that the necessary infrastructure is in place to adequately accommodate safe ingress/egress and the required drainage infrastructure. Please note that the existing wetland conversation easement within the recorded plat currently restricts development for lots 3 through 7, and lots 11 and 12.

Florida Department of Health: The proposed duplex units (both floor plans) have an estimated wastewater flow of approximately 600 gpd. For properties served by city water, each lot developed with a duplex must contain a minimum of 0.24 acres. A single lot containing one duplex under a single ownership may utilize one septic system; however, if the lot is subdivided and results in two separate owners, each resulting parcel must be served by its own septic system.

No Comment	No Response
Highlands County Code Enforcement	Highlands County Emergency Management
Highlands County Road and Bridge Department	Highlands County Economic Development
Highlands County Fire Rescue	Highlands Count Building Department
	Highlands County Natural Resources
	Highlands County Sheriff's Office
	City of Sebring
	City of Avon Park
	Southwest Florida Water Management District
	Avon Park Air Force Range

No Comment	No Response
	Highlands County School Board

2. **Planning Analysis:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject properties as mostly level with an elevation between 110 and 115 feet.
2. **Soils:** The soils underlying the sites are Satellite-Basinger-Urban Land Complex, Basinger Fine Sand, and Hontoon Muck.
 - **Satellite-Basinger-Urban Land Complex:** The available water capacity is very low, with a very rapid permeability. Depth to the water table is 12 to 42 inches. This soil is nearly level sloping, and somewhat poorly drained.
 - **Basinger Fine Sand:** The available water capacity is very low, with a very rapid permeability. The water table is within 12 inches of the surface for 2 to 5 months during the summer rainy season but about 0 inches in extended dry periods. This soil is smooth and range from 0 to 2 percent of sloping, and poorly drained.
 - **Hontoon Muck:** The available water capacity is very high, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil has severe limitations for urban and recreational uses because of the high-water table and the very low bearing strength of the muck. Major reclamation is needed before this soil can be used for urban development.
3. **Surface Waters:** The subject parcels contain no surface water areas.
4. **Vegetative Cover:** The site retains its native vegetation, which is shown on the Natural Resources Overlay Map to contain Xeric Upland, cutthroat seep and wetlands habitats.

B. Zoning Analysis:

1. **Current Use of Land:** The parcels are currently vacant.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The parcels have a zoning designation of R-1.
4. **Current Zoning Population Yield:** Under the current single-family R-1 zoning, the 12 parcels carry a potential population yield of 27 persons (12 dwelling units x 2.25 persons = 27 persons).
5. **The Applicant's proposed development program:** The Applicant is proposing to construct 12 two-family dwellings, one on each parcel.
6. **Proposed Zoning Designation:** The proposed zoning designation is R-2
7. **Proposed Zoning Population Yield:** Under the proposed two-family R-2 zoning, the 12 parcels would carry a potential population yield of about 54 persons (24 dwelling units x 2.25 persons = 54 persons).

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains wetlands, cutthroat seep, and xeric upland habitats. The properties have a recorded wetland conservation easement in Official Records Book 2114, Page 627 of the Public Records of Highlands County. It was determined by the Southwest Florida Water Management District that an Environmental Resource Permit is required prior to any construction within the subdivision. Permit Number 46022495.001 was approved in 2010 but expired in 2015 because no construction had started.
2. **Historic Resources:** The Historic Resources Map of the Comp Plan, based on the Florida Master Site File (FMSF), indicates no known historic resources on the properties.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comp Plan and the FMSF indicate no known archaeological resources on the sites.
4. **Floodplains (FEMA designation):** Portions of Lots 11 and 12 are located within Flood Zone AE, a designated Special Flood Hazard Area, while the remaining areas of these lots fall within Flood Zone X. An elevation certificate may be required, and the finished floor elevation may need to be constructed at least 2 feet above the Base Flood Elevation (BFE). Lots 1 through 10 are entirely within Flood Zone X, which includes areas outside the Special Flood Hazard Area, as shown on Flood Insurance Rate Map (FIRM) Community Panel No. 12055C0136C, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The properties are located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs. The development should consider sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities. Per Policy 10.11 of the Land Use Element of the Comp Plan, all real estate transactions shall include a disclosure regarding the proximity of property to a military airfield, including all listing agreements, sales and rental contracts, subdivision plats, and other marketing materials.
6. **Wellhead Protection Zones:** The properties are not located within any of the defined protection zones as defined by Section 12.12.301 of the LDRs.
7. **Airport Surface Areas:** The properties are not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The properties are proposed to be served by the City of Avon Park central water system. The City has confirmed the capacity and willingness to serve the development, but the developer would be required to extend a water main along Memorial Drive.

2. **Central Wastewater:** The properties are proposed to be served by private on-site wastewater systems (septic tanks) designed to connect to a central wastewater system when it becomes available. The properties are located between the current sewer service areas of the City of Avon Park and the City of Sebring.
3. **Solid Waste:** The properties are required to be serviced by the county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The properties have direct access to Valerie Boulevard, a 2-lane minor collector road, Memorial Drive, a 2-lane major collector road, and Manatee Drive, a 2-lane minor collector road. Per the recorded subdivision plat, lots 1 through 9 are required to be accessed from Valerie Boulevard. All lots are required to use joint use driveways.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will be required to maintain the county-wide Park & Recreation Level of Service (LOS) standard of 10 acres per 1,000 population, as stated in Policy 1.1 of the Recreation and Open Space Element of the Comp Plan, and meet the LOS and park classifications standard of the Highlands County Parks & Recreation Master Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the LDRs and the applicable water management district regulations.
8. **Emergency Services:** The closest staffed Fire/EMS station, Station 7, located at 4212 Sun N Lake Boulevard, is about 1.1 miles or 4 minutes away, which is within the LOS standard of Highlands County Fire Rescue.

- E. **Traffic Impacts:** Pursuant to the Highlands County Technical Standards Manual, a traffic impact study will be required at the time of development.
- F. **Schools:** The proposed use is residential in nature. Pursuant to Florida Statutes (F.S.) 163.3177 and F.S. 163.3180, and Sections 12.13.150 and 12.13.151 of the LDRs, school concurrency will be required. The Applicant has not provided a School Capacity Planning Tool letter from the School Board indicating whether sufficient capacity is available to support the proposed development at this time.
- G. **Airports:** The subject properties are located approximately 4.24 miles southeast of the Avon Park Executive Airport and 10.6 miles northwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change is consistent with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change is consistent with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, is not required for the proposed zoning change, but will be required prior to development.

Historical and Archaeological Clearance: The proposed zoning change is not required to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan, and Section 12.15.205 of the LDRs.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning and Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt Resolution 25-26-144, for P&Z 2193, changing the Official Zoning Atlas for approximately 6.3 acres from R-1 Residential District to R-2 Two-Family Dwelling District, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Future Land Use
- Exhibit 4: Zoning Map
- Exhibit 5: Proposed Zoning Map
- Exhibit 6: Subdivision Plat
- Exhibit 7: Site Photographs

Exhibit 1:

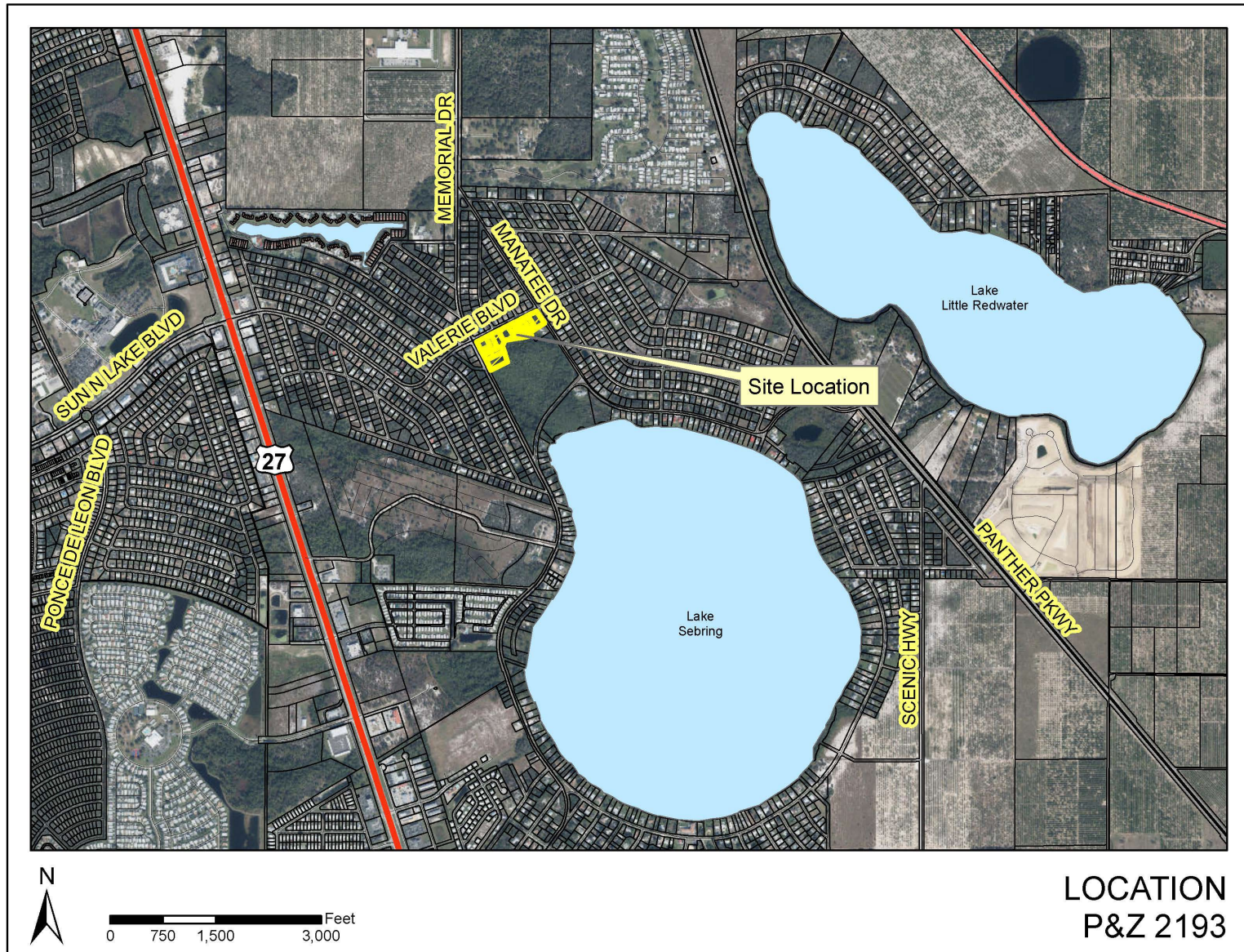


Exhibit 2:

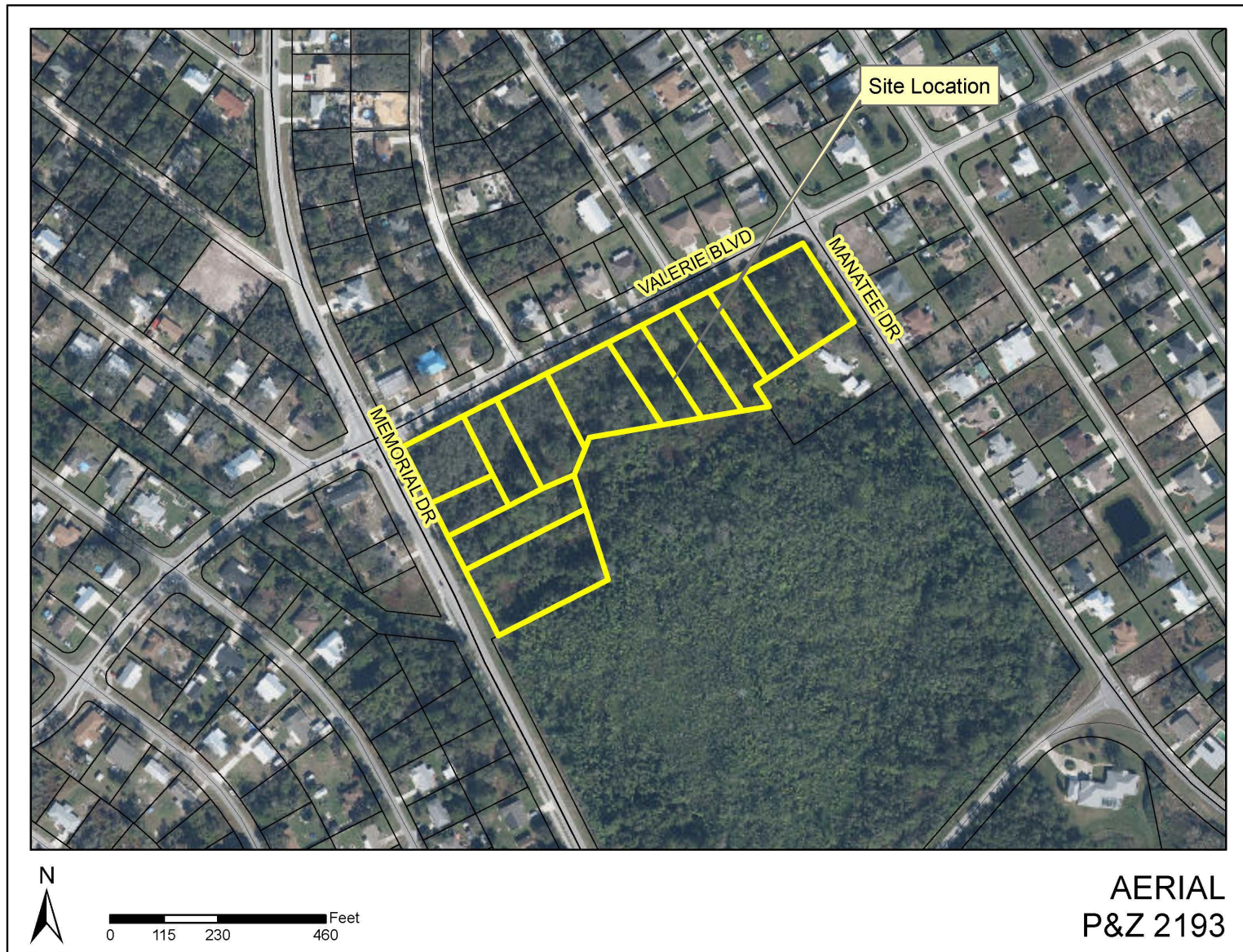


Exhibit 3:

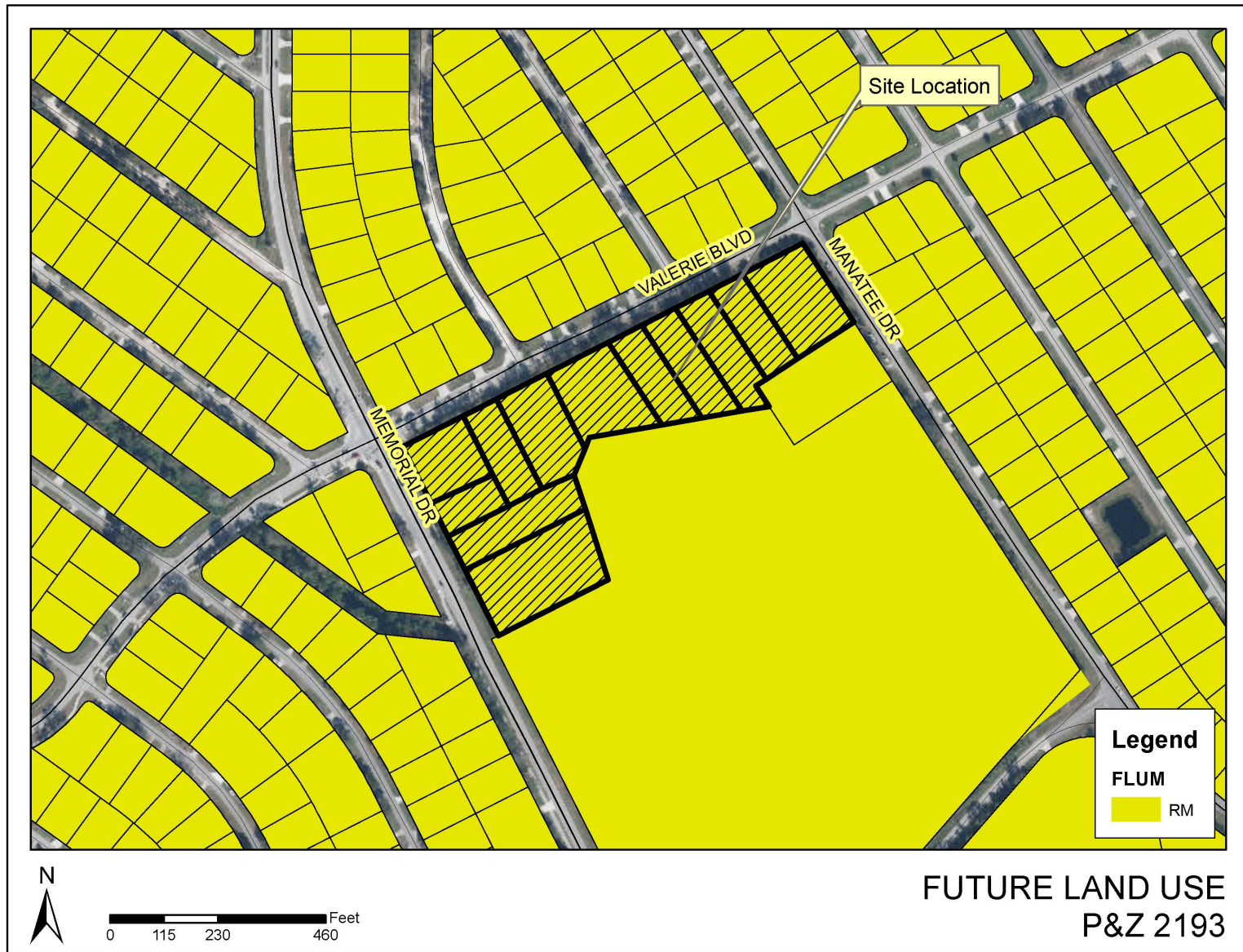


Exhibit 4:

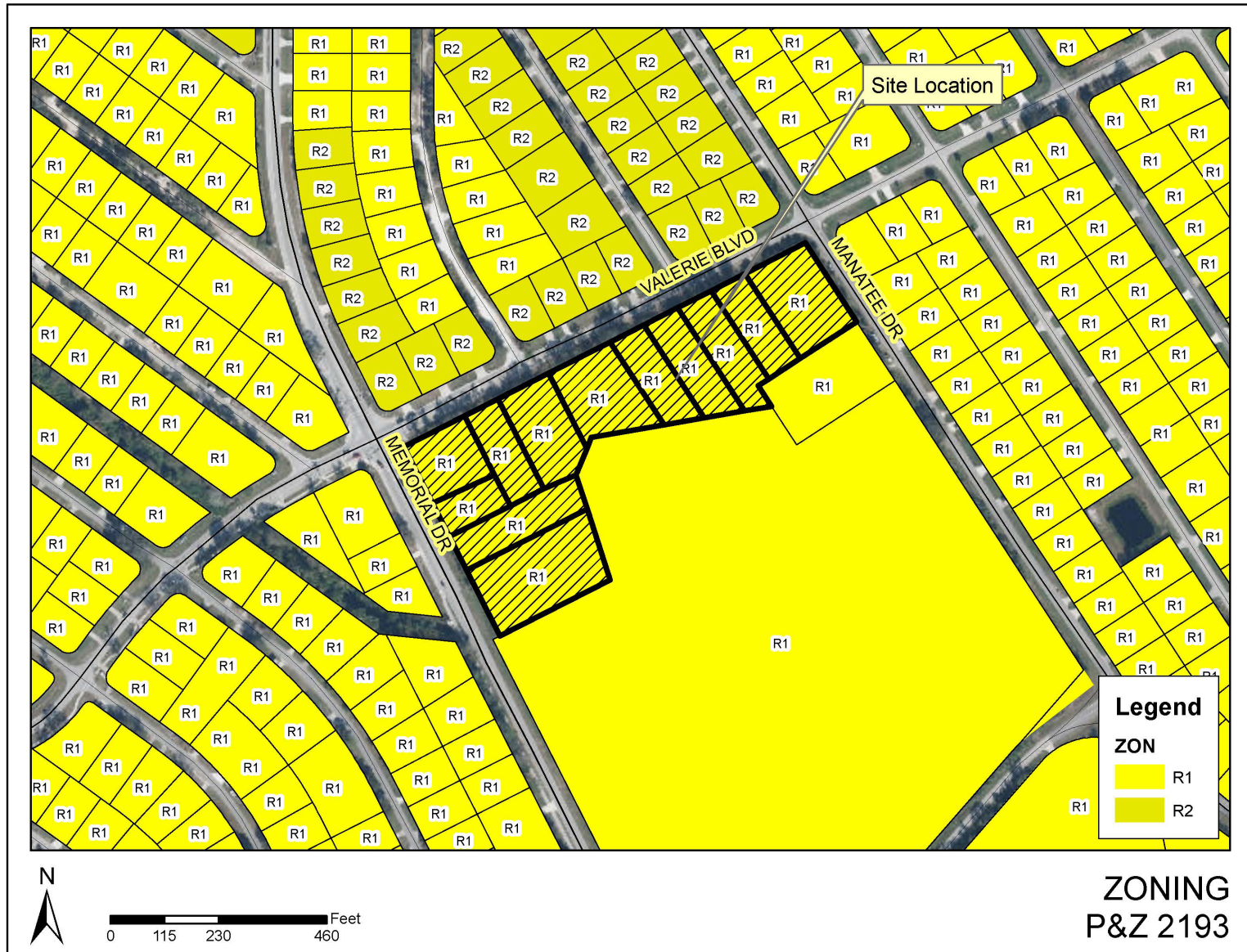


Exhibit 5:

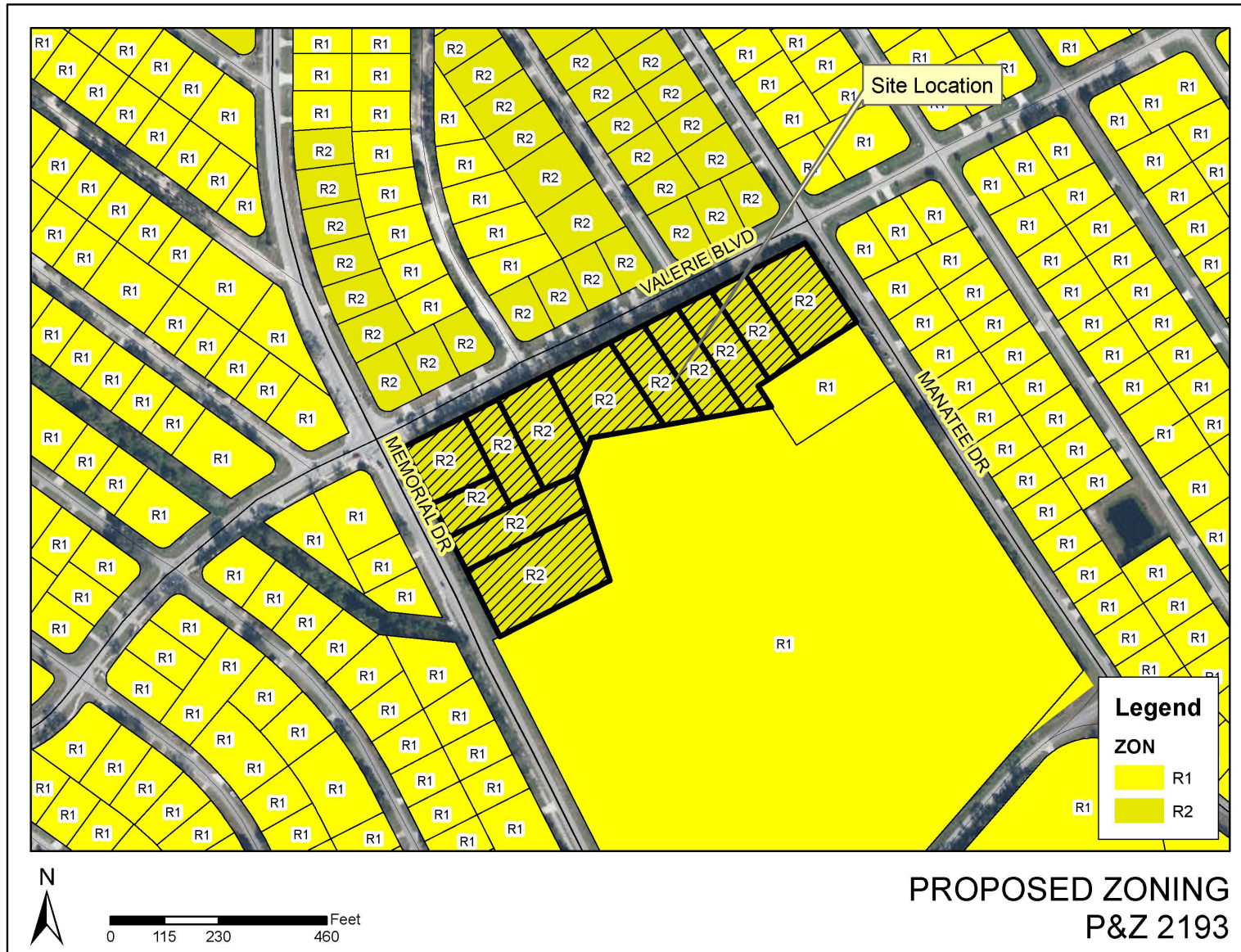


Exhibit 6:

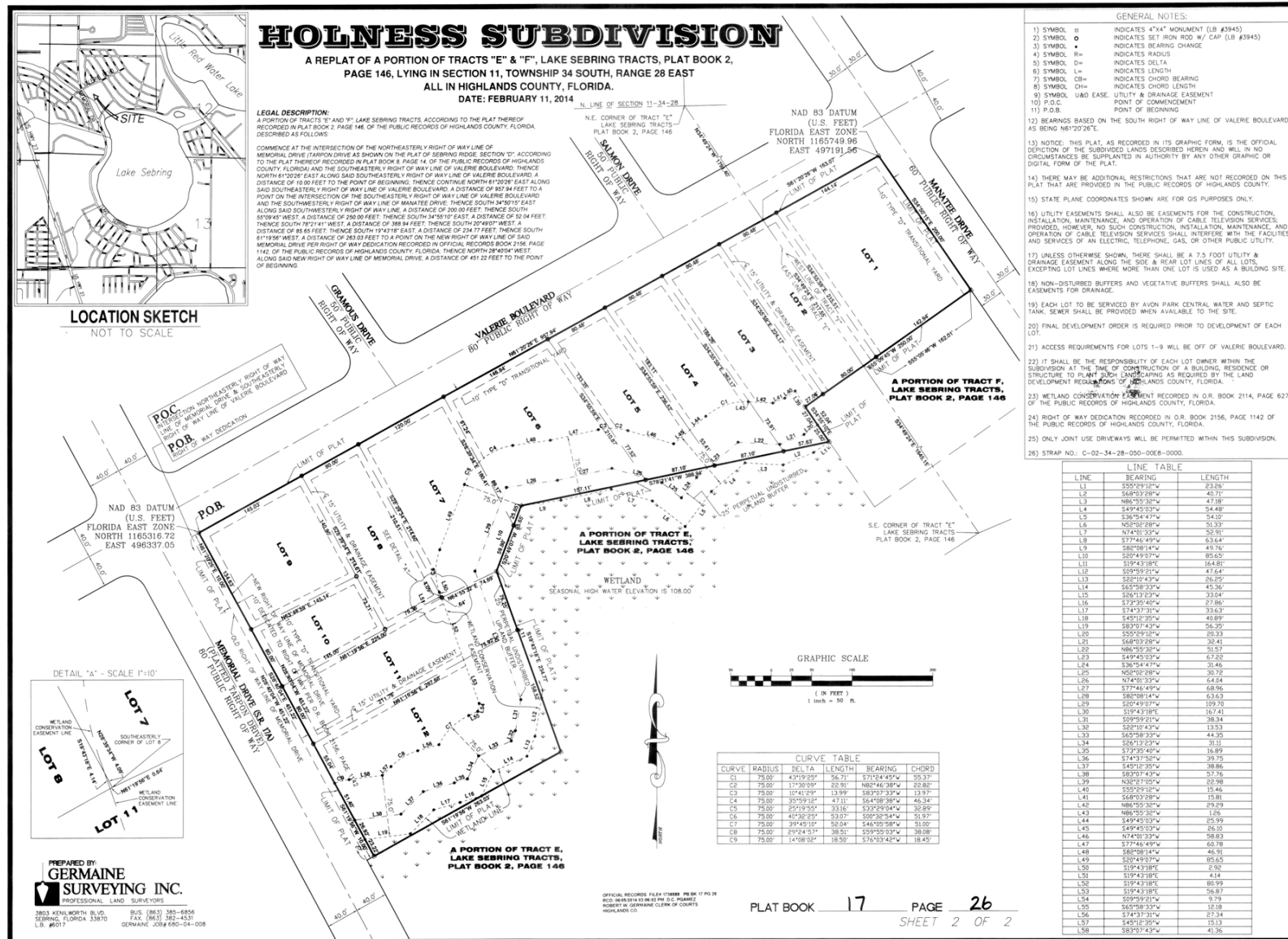


Exhibit 7:



RESOLUTION NO. 25-26-144

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-11-34-28-070-0000-0010, C-11-34-28-070-0000-0020, C-11-34-28-070-0000-0030, C-11-34-28-070-0000-0040, C-11-34-28-070-0000-0050, C-11-34-28-070-0000-0060, C-11-34-28-070-0000-0070, C-11-34-28-070-0000-0080, C-11-34-28-070-0000-0090, C-11-34-28-070-0000-0100, C-11-34-28-070-0000-0110, AND C-11-34-28-070-0000-0120; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances ("Code"), Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-11-34-28-070-0000-0010, C-11-34-28-070-0000-0020, C-11-34-28-070-0000-0030, C-11-34-28-070-0000-0040, C-11-34-28-070-0000-0050, C-11-34-28-070-0000-0060, C-11-34-28-070-0000-0070, C-11-34-28-070-0000-0080, C-11-34-28-070-0000-0090, C-11-34-28-070-0000-0100, C-11-34-28-070-0000-0110, and C-11-34-28-070-0000-0120 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the Highlands County Planning and Zoning Commission held a duly noticed public hearing on June 9, 2026, to review the proposed zoning change for the Property, identified by Case No. P&Z 2193; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval and adoption of the proposed zoning change, P&Z 2193; and

WHEREAS, the County finds that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2050 Comprehensive Plan ("Plan"); and

WHEREAS, the County finds that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan and Section 12.12.603 of the Code, **is required** for any development consistent with the proposed zoning change; and

WHEREAS, the County has determined that the proposed zoning change does not require Historical or Archaeological Clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan and Chapter 12, Article 15 of the Code; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Code regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

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

SECTION 2. APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-11-34-28-070-0000-0010, C-11-34-28-070-0000-0020, C-11-34-28-070-0000-0030, C-11-34-28-070-0000-0040, C-11-34-28-070-0000-0050, C-11-34-28-070-0000-0060, C-11-34-28-070-0000-0070, C-11-34-28-070-0000-0080, C-11-34-28-070-0000-0090, C-11-34-28-070-0000-0100, C-11-34-28-070-0000-0110, and C-11-34-28-070-0000-0120, and more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Holness Subdivision, according to the Plat thereof, as recorded in Plat Book 17, Page 26, of the Public Records of Highlands County, Florida.

is hereby changed from R-1 Residential District to R-2 Two-Family Dwelling District.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is R-2 Two-Family Dwelling District.

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

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to P&Z 2193, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 21st day of July, 2026.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Don Elwell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

Highlands County, Florida
Zoning Change Application

Zoning change from: R1
Zoning change to: R2

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY:

Project # 26040014
P&Z Hearing Number: 2193 Date of Application: 4/14/26 - Se
Amount of Fee: \$ 1,500 Receipt No.: _____ Tax Map No.: 46-C
Hearing Dates: LP: _____ P&Z: 6/9/2026 BCC: 7/2/2026

This application has been reviewed for completeness:

Melony Elpiper
Zoning Supervisor

4/22/2026

Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. Name of Property Owner(s): If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.

Print Name: Orange Capital Group LLC Julian Lopez
Mailing Address: 179255 Dowwood Dr. 1st, FL. 33558
Telephone No.: (813) 385-2846 E-Mail Address: julian@ocgfl.com

2. Name of Agent: Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.

Print Name: Gerardo Mora
Mailing Address: 812 16 Hwy 27 N. Dade, FL. 33870
Telephone No.: (813) 283-1982 E-Mail Address: gerardo@ocgfl.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☒ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. Legal Description Covered by Application: If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See Attached

4. Strap No.(s) of Property Covered by Application:

STRAP #: C- 11 - 34 - 28 - 070 - 0000 - 0010 STRAP #: C- 11 - 34 - 28 - 070 - 0000 - 0030
STRAP #: C- 11 - 34 - 28 - 070 - 0000 - 0020 STRAP #: C- 11 - 34 - 28 - 070 - 0000 - 0040 and more.

5. Street Address(es) of Property Covered by the Application: See Attached

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: B1 Existing Land Use Classification: AM
Are the Zoning and Comprehensive Plan Consistent? ☒ Consistent ☐ Not Consistent
7. Existing Property Information: Size of Property (width) 100 feet, (depth) Attached feet,
street frontage _____ feet, water frontage _____ feet, Total acres _____
If different from the total acreage, the upland, or developable portion is _____ +/- acres.
8. Are there existing structures on the property? ☐ Yes ☒ No If Yes, what type (CBS, Frame, Stucco, Other
Multiple Units, Number of Dwellings per Building), and what are they used for? _____

- If multiple units, the number of dwellings per building/number of buildings: _____
9. Is the property located within the Lake Placid Regional Plan (LPRP) area? ☐ Yes ☒ No If yes, please submit
a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged
with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.
10. Vesting: Is the property vested for specific property rights? ☐ Yes ☒ No If Yes, list the Vesting Action or Order
Number or the method used to grant vested rights (state binding letter, legal lot of record, etc.): _____
11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose
name and when? _____
12. Is this hearing being requested as a result of a code violation notice? ☐ Yes ☒ No If Yes, explain. _____

13. Information on the Adjacent Properties:

	Existing Uses	FLUM Designations	Zoning Districts
North	Single Fam/ Duplex	AM	B2
South	Vacant	AM	B1
East	Single Family/Vacant	AM	B1
West	Single Family/Vacant	AM	B1

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): To expand and grow the economy and residential community in Highlands County.
15. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):
2 units per lot
16. Proposed Development Standards (if applicable):

- A. Proposed parcel size (if increasing area with this application) _____ square feet/acre
- B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size
_____ = FAR _____ %

SECTION V: ADDITIONAL INFORMATION REQUIRED: 17 & 18 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. Potable Water: The proposed development will be served by an off-site central potable water system. ☒ Yes ☐ No
If Yes, the potable water system requirements will be accommodated by the City of Avon Park water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

- a. The facility has the designed capacity for pumping and treating _____ gpcd.
- b. The facility has a permitted capacity for _____ gpcd.
- c. The facility has an average demand or committed capacity for _____ gpcd.
- d. The facility has an excess capacity of _____ gpcd.
- e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

- 18. Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ Yes ☒ No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

- a. The facility has the designed capacity for pumping and treating _____ gpcd.
- b. The facility has a permitted capacity for _____ gpcd.
- c. The facility has an average demand or committed capacity for _____ gpcd.
- d. The facility has an excess capacity of _____ gpcd.
- e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

- 19. Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☐ Yes ☒ No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

- 20. Solid Waste Disposal:** The proposed development will be served by the Highlands County refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☒ Yes ☐ No

If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of all applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of all applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

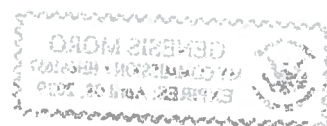
29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners?
☒ Yes ☐ No

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐ Yes ☒ No

END OF APPLICATION

ATTACHMENTS:

- ✓ 1) Owner's Affidavit(s) or Corporation Affidavit
- ✓ 2) Agent's Affidavit(s)
- ✓ 3) Notarized authorization from each owner, as applicable (Form A)
- ✓ 4) Notarized authorization for agent to submit petition, as applicable (Form B)
- 5) Public Utility Information Request Format
- 6) Application Due Dates
- 7) Fee Schedule



Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Julian Lopez, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. FL

An appointment is required before entering the property. _____

Julian Lopez Orange Capital Group LLC
Print Name of Owner

[Signature]
Signature of Owner

17448 Dogwood Dr.
Address: Number and Street (P.O. Box)

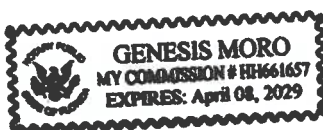
Lutz, FL 33558
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13 day of April, 2026, by Julian Lopez who is personally known by me ☒ or who has produced _____, as identification and who did take an oath.

[Signature]
Signature

Genesis Moro
Print Name



Notary Public, State of Florida
My Commission Expires: April 8, 2029

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Genesis Moro, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Genesis Moro
Print Name of Agent

Genesis M
Signature of Agent

812 US Hwy 27 N
Address: Number and Street (P.O. Box)

Deerberg, FL 33870
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of April, 2020, by Genesis Moro who is personally known by me ☐ or who has produced as identification and who did take an oath:

Emily Landgren
Signature

Emily Landgren
Print Name



Notary Public, State of Florida
My Commission Expires: 2/20/2030

**Highlands County, Florida
Development Services Department Application**

OWNER'S AFFIDAVIT (Corporation)

I, _____, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

_____ a _____ corporation.

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Print Name

Notary Public, State of Florida

My Commission Expires: _____

Highlands County, Florida
Development Services Department Application

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Genealo Moro to be my agent for this application.

Julian Lopez
Print Name of Applicant

[Signature]
Signature of Applicant

17945 Dogwood Dr.
Address: Number and Street (P.O. Box)

Lutz, FL 33558
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of April, 2020, by Julian Lopez who is personally known by me ☐ or who has produced [Signature], as identification and who did take an oath:

[Signature]
Signature

Emily Landgren
Print Name



Notary Public, State of Florida
My Commission Expires: 2/20/2030

**Highlands County, Florida
Development Services Department Application**

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for _____ to be the applicant for this REZONING.

Print Name of Owner

Signature of Owner

Address: Number and Street (P.O. Box)

City and State (Zip Code)

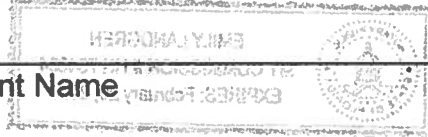
**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Print Name

Notary Public, State of Florida
My Commission Expires: _____



Orange Construction Inc.

812 US Hwy 27 N. Unit 12

Sebring, Fl. 33870

Email: main@ocifl.com

Phone: 813-385-2846



Address: Valerie Properties

Legal Descriptions:

1. 2601 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0010 Lot 1
HOLNESS SUBDIVISION PB 17 - PG 26 *Corner lot*
2. 2603 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0020 Lot 2
HOLNESS SUBDIVISION PB 17 - PG 26
3. 2605 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0030 Lot 3
HOLNESS SUBDIVISION PB 17 - PG 26
4. 2703 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0040 Lot 4
HOLNESS SUBDIVISION PB 17 - PG 26
5. 2707 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0050 Lot 5
HOLNESS SUBDIVISION PB 17 - PG 26
6. 2709 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0060 Lot 6
HOLNESS SUBDIVISION PB 17 - PG 26
7. 2711 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0070 Lot 7
HOLNESS SUBDIVISION PB 17 - PG 26
8. 2803 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0080 Lot 8
HOLNESS SUBDIVISION PB 17 - PG 26

9. 2809 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0090 Lot 9

HOLNESS SUBDIVISION PB 17 - PG 26

Corner lot

10. 786 Memorial Dr. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0100 Lot 10

HOLNESS SUBDIVISION PB 17 - PG 26

11. 784 Memorial Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0110 Lot 11

HOLNESS SUBDIVISION PB 17 - PG 26

12. 782 Memorial Dr. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0120 Lot 12

HOLNESS SUBDIVISION PB 17 - PG 26

Orange Construction Inc.

812 US Hwy 27 N. Unit 12

Sebring, Fl. 33870

Email: main@ocifl.com

Phone: 813-385-2846



Address: Valerie Properties

Existing Property Information:

All Currently Vacant

1. **2601 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0010 Lot 1**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 144ft by 200 ft. on the left side and 215 ft. on the right side.

2. **2603 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0020 Lot 2**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 80ft by 215ft. on the left side and 224ft. on the right side.

3. **2605 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0030 Lot 3**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 80ft by 224ft. on the left side and 261ft. on the right side.

4. **2703 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0040 Lot 4**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 80ft by 261ft. on left side and 236 ft. on right side

5. **2707 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0050 Lot 5**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 80ft by 215ft. on left side and 224 ft. on right side

- 6. 2709 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0060 Lot 6**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 146ft by 179ft. on left side and 210 ft. on right side

- 7. 2711 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0070 Lot 7**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 119ft by 214ft on the left side and 179ft on the right side.

- 8. 2803 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0080 Lot 8**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 79ft by 140ft on the left side and 214 on the right side.

- 9. 2809 Valerie Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0090 Lot 9**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 145ft by 134ft on the left side and 140ft on the right side.

- 10. 786 Memorial Dr. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0100 Lot 10**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 80ft by 224ft on the left side and 145ft on the right side.

- 11. 784 Memorial Blvd. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0110 Lot 11**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 80ft by 287ft on the left side and 224ft on the right side.

- 12. 782 Memorial Dr. Sebring, Fl. 33870 Parcel C-11-34-28-070-0000-0120 Lot 12**

HOLNESS SUBDIVISION PB 17 - PG 26

Size of Property - 156ft by 263ft on the left side and 287ft on the right side.



AVON PARK

The City of Charm

1/29/2026

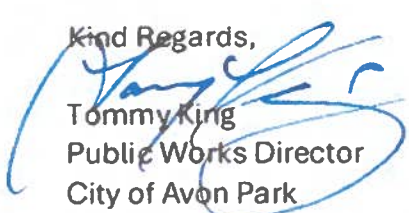
Orange Construction INC.,

In response to your inquiry about city water and sewer for the Valerie properties you inquired about. 2601 through 2809 Valerie Blvd Sebring and 782 through 786 Memorial Dr for duplex development one per lot.

Avon Park has water availability along Valerie but no sewer. I am unsure where Sebring's sewer terminates in the area.

It would be a requirement as the developer for you to extend an 8" water main from Valerie Blvd to the South along Memorial Dr to service properties that front on that road.

Kind Regards,


Tommy King
Public Works Director
City of Avon Park
Cell-(863)991-1685



LEGAL NOTICE REGARDING EMAIL: Senate Bill 60 - effective July 1, 2005 - under Florida Law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send an electronic email to this entity. Instead, contact this office by phone or in writing.



SCAN ME Tap right into Avon Park, the City of Charm! Scan the QR Code to be redirected to the City of Charm app to receive the latest alerts on road closures, weather alerts, events and so much more!

Angle 1
Butter from Lot 1

Parcel ID	Site Address	Site City	Owner Name	Address 1	Address 2	City	State	Postal Code	Country
C-02-34-28-050-00E1-0000	4813 MANATEE DR	SEBRING	THOMPSON KELLEY S + TIMOTHY J	4813 MANATEE DR		SEBRING	FL	33870	
C-02-34-28-050-00E8-0000	2601 VALERIE BLVD	SEBRING	HOLNESS LANCELOT + BEVERLY + HOLNESS JERTHA	8915 SW 16TH ST		BOCA RATON	FL	33433	
C-10-34-28-040-0000-8190	4902 GRAMPUS DR	SEBRING	PEREZ MIGUEL A + NEIDA	4902 GRAMPUS DR		SEBRING	FL	33870	
C-10-34-28-040-0000-8200	4818 GRAMPUS DR	SEBRING	ZEPHYR HOMES LLC	1510 SW 17TH ST	UNIT 302	OCALA	FL	34471	
C-10-34-28-040-0000-8210	4812 GRAMPUS DR	SEBRING	ZEPHYR HOMES LLC	1510 SW 17TH ST	UNIT 302	OCALA	FL	34471	
C-10-34-28-040-0000-8220	2720 VALERIE BLVD	SEBRING	LUMINO ANTHONY F + KIMBERLY L	255 RAMONA AVE		SIERRA MADRE	CA	91024	
C-10-34-28-040-0000-8230	2714 VALERIE BLVD	SEBRING	ALMEIDA YANDY TRIMINO	2714 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-040-0000-8240	2708 VALERIE BLVD	SEBRING	NGUYEN DIANG Q	2708 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-061-0090-0070	4800 WHITING DR	SEBRING	ROSA-PAGAN KELVIN J	3811 DIVOT RD		SEBRING	FL	33872	
C-10-34-28-061-0090-0080	4808 WHITING DR	SEBRING	SINGH MANJIT + BALRAJ KAUR	4808 WHITING DR		SEBRING	FL	33870	
C-10-34-28-061-0090-0090	4824 WHITING DR	SEBRING	SOTO JOSE A + FONTANEZ KETZIE A	4816 WHITING DR		SEBRING	FL	33870	
C-10-34-28-061-0090-0100	4832 WHITING DR	SEBRING	SOTO JOSE A + KETZIE A	4816 WHITING DR		SEBRING	FL	33870	
C-10-34-28-061-0090-0110	4840 WHITING DR	SEBRING	LESLIE MARK OLIVER + LISA DIANNE	166 ELORA ST		HARRISTON ONTARIO	FL	N0G 1Z0	CANADA
C-10-34-28-061-0090-0120	2415 VALERIE BLVD	SEBRING	LESLIE MARK O + LISA D	166 ELORA ST		HARRISTON ONTARIO	FL	N0G 1Z0	CANADA
C-10-34-28-061-0090-0130	4817 STURGEON DR	SEBRING	ANDINO ALEXANDER + JANET	2415 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-061-0090-0140	4811 STURGEON DR	SEBRING	BROWN LEONARD I TRUST	4817 STURGEON DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0060	4800 MANATEE DR	SEBRING	MCCULLORS TILAH + MERRIWEATHER SHAVETTE	4811 STURGEON DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0070	4808 MANATEE DR	SEBRING	ANGULO SYLVIA	4800 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0080	4816 MANATEE DR	SEBRING	SCHIANO FE ET AL + PRESIADOS MARIE SIMONETTE + ARMAN N	4816 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0090	4824 MANATEE DR	SEBRING	BURNS CHARLES EDWARD JR + THOMPSON THRESSA	4824 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0100	4832 MANATEE DR	SEBRING	LEON MARIA E + LEON ANGEL AVILA	4824 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0110	4840 MANATEE DR	SEBRING	LEON MARIA E	4824 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0120	4848 MANATEE DR	SEBRING	LOZADA RAFAEL JR	4840 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0130	2507 VALERIE BLVD	SEBRING	VILLARRAZ BENIE + RAQUEL	4848 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0140	4833 WHITING DR	SEBRING	SANTIAGO MICHAEL C + NATACHA N	2507 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-061-0100-0150	4825 WHITING DR	SEBRING	DUCHET JOHN + VIRGINIA	4833 WHITING DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0160	4817 WHITING DR	SEBRING	RODRIGUEZ DANIEL DIAZ + DIAZ LUCY	4825 WHITING DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0180	4809 WHITING DR	SEBRING	LEON MARIA E	4824 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0190	4801 WHITING DR	SEBRING	NICKE DIANA M + CRILES JAMES	4809 WHITING DR		SEBRING	FL	33870	
C-10-34-28-061-0100-0200	4741 WHITING DR	SEBRING	CHAVEZ LUIS ALBERTO TORREZ	11823 SW 233 TERR		HOMESTEAD	FL	33032	
C-10-34-28-061-0100-0210	4733 WHITING DR	SEBRING	TORRES-CHAVEZ LUIS ALBERTO	11823 SW 233RD TERR		HOMESTEAD	FL	33032	
C-10-34-28-061-0110-0010	2452 VALERIE BLVD	SEBRING	HORSHAM JASMINE	4733 WHITING DR		SEBRING	FL	33870	
C-10-34-28-061-0110-0020	4904 MANATEE DR	SEBRING	MESTRE ANAYS + PRADA CARLOS	7955 SW 110TH ST		MIAMI	FL	33156	
C-10-34-28-061-0110-0030	4910 MANATEE DR	SEBRING	FOSTER MICHAEL	4904 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0110-0040	4916 MANATEE DR	SEBRING	PROSPER EDWARD + NAOMI	4910 MANATEE DR		SEBRING	FL	33870	
C-10-34-28-061-0110-0050	4930 MANATEE DR	SEBRING	RT VENTURE 2 LLC	4740 DAVIE RD		DAVIE	FL	33314	
C-10-34-28-061-0110-0060	4925 WHITING DR	SEBRING	CYRIL LAURIE LEIGH	C/O ROWENA JONES	8410 WATERS	MOORPARK	CA	93021	
C-10-34-28-061-0110-0070	4919 WHITING DR	SEBRING	CYRIL LAURIE LEIGH	3807 ENCHANTED OAKS LN		SEBRING	FL	33875	
C-10-34-28-061-0110-0080	4913 WHITING DR	SEBRING	DECKER GALE R + WILLARD A	3807 ENCHANTED OAKS LN		SEBRING	FL	33875	
C-10-34-28-061-0110-0090	4907 WHITING DR	SEBRING	MONTOYA KYSSI DIAZ	P O BOX 7023		SEBRING	FL	33872	
C-10-34-28-061-0110-0100	2506 VALERIE BLVD	SEBRING	WILLSON ELIZABETH R	4416 EISEN AVE		SEBRING	FL	33870	
C-10-34-28-061-0120-0010	4912 WHITING DR	SEBRING	BELOTI LULES R + ILSE H	2506 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-061-0120-0020	4918 WHITING DR	SEBRING	DIAZ SAMUEL + RIVERA MARIA EUGENIA DIAZ	2422 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-061-0120-0030	2414 VALERIE BLVD	SEBRING	CYRIL LAURIE LEIGH	4906 WHITING DR		SEBRING	FL	33870	
C-11-34-28-070-0000-0010	2601 VALERIE BLVD	SEBRING	RICHBOW DAVID J + BRITTANY N	4912 WHITING DR		SEBRING	FL	33875	
C-11-34-28-070-0000-0020	2603 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	3807 ENCHANTED OAKS LN		SEBRING	FL	33870	
C-11-34-28-070-0000-0030	2605 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	2414 VALERIE BLVD		SEBRING	FL	33870	
C-11-34-28-070-0000-0040	2707 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-0050	2709 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-0060	2711 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-0070		SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	

C-10-34-28-040-0000-8250	2702 VALERIE BLVD	SEBRING	9057LYONS LLC	13826 NW 23RD ST		PEMBROKE PINES	FL	33028	
C-10-34-28-040-0000-8260	4915 SALMON DR	SEBRING	MORGAN KELLEY	4915 SALMON DR		SEBRING	FL	33870	
C-10-34-28-040-0000-8270	4925 SALMON DR	SEBRING	PLUMLINE DEVELOPMENT LLC	20 SOUTH ROSE AVE	STE 4	KISSIMEE	FL	34741	
C-10-34-28-040-0000-8290	4931 SALMON DR	SEBRING	DOMINGUEZ JUAN J + ANA J + DOMINGUEZ OTNIEL	1026 SW FAZET AVE		PORT ST LUCIE	FL	34953	
C-10-34-28-040-0000-8400	4930 SALMON DR	SEBRING	SUITE 201 LLC	9485 72ND ST	STE A 230	MIAMI	FL	33173	
C-10-34-28-040-0000-8410	4924 SALMON DR	SEBRING	ATHOS THOMAS P JR + JULIE A	413 TULPWOOD LN		CHULUOTA	FL	32766	
C-10-34-28-040-0000-8420	4918 SALMON DR	SEBRING	CASARES GUADALUPE E TRUST	2660 LAKEVIEW DR		SEBRING	FL	33870	
C-10-34-28-040-0000-8430	4912 SALMON DR	SEBRING	CELAYA ROBERTO P + MICHELLE L	120 AUTUMN TERR		LAKE PLACID	FL	33852	
C-10-34-28-040-0000-8440	2614 VALERIE BLVD	SEBRING	PANTHULU VEDASHREE E	5913 ANISE DR		SARASOTA	FL	34238	
C-10-34-28-040-0000-8450	2608 VALERIE BLVD	SEBRING	PANTHULU VEDASHREE E	5913 ANISE DR		SARASOTA	FL	34238	
C-10-34-28-040-0000-8460	2602 VALERIE BLVD	SEBRING	A + C PROPERTIES SEBRING INC	P O BOX 1816		AVON PARK	FL	33826	
C-10-34-28-040-0000-8470	4909 MANATEE DR	SEBRING	R&R REDLAND GROUP	21450 SW 234 ST		HOMESTEAD	FL	33031	
C-10-34-28-040-0000-8480	4917 MANATEE DR	SEBRING	C&H OF HIGHLANDS COUNTY LLC	PO BOX 933		SEBRING	FL	33871	
C-10-34-28-040-0000-8490	4923 MANATEE DR	SEBRING	HOLLINGER JANE ANN	1710 RICHARD CIR		SEBRING	FL	33870	
C-10-34-28-040-0000-8500	4927 MANATEE DR	SEBRING	LATA ANTHONY P + VIKKI M	1280 SW 27TH AVE		BOYNT BEACH	FL	33426	

Buffer
from Lot 9

Parcel ID	Site Address	Site City	Owner Name	Address 1	Address 2	City	State	Postal Code	County
C-02-34-28-050-000E-0000	2601 VALERIE BLVD	SEBRING	HOLNESS/LANCELOT + BEVERLY + HOLNESS JEFFTHA	8915 SW 16TH ST		BOCA RATON	FL	33433	
C-10-34-28-020-0000-1750	2910 VALERIE BLVD	SEBRING	CLOUD DARRELL E + LYNN C	2910 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-020-0000-1770	2917 GROUPE DR	SEBRING	CLOUD DARRELL E + LYNN C	2910 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-020-0000-2060	3004 KING DR	SEBRING	VEGA HECTOR T + LISA + GORTON JOHN	3004 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-1720	785 MEMORIAL DR	SEBRING	SEBRANO FAMILY LAND TRUST KAHN GERLIN TRUSTEE	220 HUNTERS TRL		SEBRING	FL	33870	
C-10-34-28-030-0000-1730	787 MEMORIAL DR	SEBRING	ALCANTARA EVELYN ESPINAL	787 MEMORIAL DR		SEBRING	FL	33870	
C-10-34-28-030-0000-174A	2905 VALERIE BLVD	SEBRING	WINTERS DANIEL + KATHLEEN A	2905 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-030-0000-174B	2911 VALERIE BLVD	SEBRING	WHITFIELD J M + MADINE M	2911 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-030-0000-5870	2932 KING DR	SEBRING	MARTIN MARANDA LYNN + SPALDING WENDY SUE	2932 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-5880	2928 KING DR	SEBRING	ADAMS ANNETTE CURRY + CURRY JAMES STANLEY	13528 SW 21 STREET		SEBRING	FL	33870	
C-10-34-28-030-0000-5890	2918 KING DR	SEBRING	GINER SEBRING PROPERTIES 6 LLC	13528 SW 21 STREET		SEBRING	FL	33870	
C-10-34-28-030-0000-5900	2910 KING DR	SEBRING	BLANCO CARLOS ALBERTO HERNANDEZ + GARCIA MARIA A OLANO	17360 SW 232 ST LOT 63		SEBRING	FL	33870	
C-10-34-28-030-0000-5910	2832 KING DR	SEBRING	PANAGIA ANTONIO J	P O BOX 40711		MIAMI	FL	33170	
C-10-34-28-030-0000-5920	783 MEMORIAL DR	SEBRING	HALL JANET	241 34TH ST NW		TUCSON	AZ	85717-0711	
C-10-34-28-030-0000-5930	781 MEMORIAL DR	SEBRING	GARCIA + BARBARO ENRIQUE SOSA YANIKKA CARNAVAL	4428 SNAPPER DR		CANTON	OH	44709	
C-10-34-28-030-0000-5940	779 MEMORIAL DR	SEBRING	MAROTTA ANTHONY	327 LAKESIDE DR		SEBRING	FL	33870	
C-10-34-28-030-0000-6040	2816 KING DR	SEBRING	CLARKE MICHAEL M	4410 SNAPPER DR		LAKE WORTH	FL	33460	
C-10-34-28-030-0000-604A	2824 KING DR	SEBRING	SLOWIK SYLVIA JOANNE	2110 OAKLAND AVE		SEBRING	FL	33870	
C-10-34-28-030-0000-6110	2833 KING DR	SEBRING	MCCURLEY LYNN	2833 KING DR		BALTIMORE	MD	21220	
C-10-34-28-030-0000-6120	2915 KING DR	SEBRING	LEBEAU SHARON D	750 DANIA CT		SEBRING	FL	33870	
C-10-34-28-030-0000-6130	2927 KING DR	SEBRING	HARRISON SANDRA J REINHART + HARRISON WILLIAM L	2927 KING DR		PUNTA GORDA	FL	33950	
C-10-34-28-040-0000-1430	803 MEMORIAL DR	SEBRING	CLOUD DARRELL E + LYNN C	2910 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-040-0000-143A	2905 HADDUCK DR	SEBRING	VASS CAPITAL LLC	2054 VISTA PKWY STE #400		SEBRING	FL	33870	
C-10-34-28-040-0000-1690	2922 GROUPE DR	SEBRING	FLETCHER DELSIE	1817 EASTVIEW RD		W PALM BEACH	FL	33411	
C-10-34-28-040-0000-1700	2916 GROUPE DR	SEBRING	MEYERS RALPH E	2916 GROUPE DR		SEBRING	FL	33870	
C-10-34-28-040-0000-1710	2910 GROUPE DR	SEBRING	CLOUD DARRELL E + LYNN C	2910 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-040-0000-171A	2902 GROUPE DR	SEBRING	R & R REDLAND GROUP INC	21450 SW 234 STREET		SEBRING	FL	33870	
C-10-34-28-040-0000-7990	4811 GRAMPUS DR	SEBRING	BOURNE GROVER N	745 THOMAS LANDERS RD		SEBRING	FL	33870	
C-10-34-28-040-0000-8000	4817 GRAMPUS DR	SEBRING	MILLER JULIA P	5173 LAKE DENTON RD		AVON PARK	FL	33825	
C-10-34-28-040-0000-8010	4903 GRAMPUS DR	SEBRING	MILLER JULIA P	5173 LAKE DENTON RD		AVON PARK	FL	33825	
C-10-34-28-040-0000-8020	4909 GRAMPUS DR	SEBRING	LAND SUYON ENTERPRISES LLC	5173 LAKE DENTON RD		AVON PARK	FL	33825	
C-10-34-28-040-0000-8180	4908 GRAMPUS DR	SEBRING	AVANT VYONNE	153 MAIN ST		BOCA RATON	FL	33431-4704	
C-10-34-28-040-0000-8190	4902 GRAMPUS DR	SEBRING	PEREZ MIGUEL A + NEUDA	4902 GRAMPUS DR		MASHPEE	MA	2649	
C-10-34-28-040-0000-8200	4818 GRAMPUS DR	SEBRING	ZEPHYR HOMES LLC	1510 SW 17TH ST		SEBRING	FL	33870	
C-10-34-28-040-0000-8210	4812 GRAMPUS DR	SEBRING	ZEPHYR HOMES LLC	1510 SW 17TH ST		OCALA	FL	34471	
C-10-34-28-040-0000-8220	2720 VALERIE BLVD	SEBRING	LUMINO ANTHONY F + KIMBERLY L	255 RAMONA AVE		OCALA	FL	34471	
C-10-34-28-040-0000-8230	2714 VALERIE BLVD	SEBRING	ALMEIDA VANDY TRIMINO	2714 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-040-0000-8240	2708 VALERIE BLVD	SEBRING	NGUYEN DUNG Q	2708 VALERIE BLVD		SEBRING	FL	33870	
C-11-34-28-070-0000-0040	2703 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		SEBRING	FL	33870	
C-11-34-28-070-0000-0050	2707 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-11-34-28-070-0000-0060	2709 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-11-34-28-070-0000-0070	2711 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-11-34-28-070-0000-0080	2803 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-11-34-28-070-0000-0090	2809 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-11-34-28-070-0000-0100	786 MEMORIAL DR	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-11-34-28-070-0000-0110	784 MEMORIAL BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-11-34-28-070-0000-0120	782 MEMORIAL DR	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-10-34-28-040-0000-8250	2702 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH		TAMPA	FL	33824	
C-10-34-28-040-0000-8260	4915 SALMON DR	SEBRING	905 LYONS LLC	13826 NW 23RD ST		TAMPA	FL	33824	
C-10-34-28-040-0000-8270	4925 SALMON DR	SEBRING	MORGAN KELLEY	4915 SALMON DR		SEBRING	FL	33870	
C-10-34-28-040-0000-7920	810 MEMORIAL DR	SEBRING	PLUMLINE DEVELOPMENT LLC	20 SOUTH ROSE AVE		SEBRING	FL	33870	
C-10-34-28-040-0000-7930	808 MEMORIAL DR	SEBRING	NBN RENTALS LLC	4605 BUNKER DR		SEBRING	FL	33872	
C-10-34-28-040-0000-7940	804 MEMORIAL DR	SEBRING	905 LYONS LLC	13826 NW 23RD ST		SEBRING	FL	33872	
C-10-34-28-040-0000-7950	800 MEMORIAL DR	SEBRING	HUNG ADRIAN	3620 COMET TERR		SEBRING	FL	33872	
C-10-34-28-040-0000-7960	2812 VALERIE BLVD	SEBRING	HUNG ADRIAN	3620 COMET TERR		SEBRING	FL	33872	
C-10-34-28-040-0000-7970	2808 VALERIE BLVD	SEBRING	MEZZETTI + SALAZAR HOLDINGS LLC	6800 BIRD RD #253		MIAMI	FL	33155	
C-10-34-28-040-0000-7980	2802 VALERIE BLVD	SEBRING	ESPINOSA EVERARDO ALFREDO	2802-04 VALERIE BLVD		SEBRING	FL	33870	

buffer from Lot 12

Parcel ID	Site Address	Site City	Owner Name	Address 1	Address 2	City	State	Postal Cod	Country
C-02-34-28-050-000E-1-0000	4813 MANATEE DR	SEBRING	THOMPSON KELLEY S + TIMOTHY J	4813 MANATEE DR		SEBRING	FL	33870	
C-02-34-28-050-000E-0-0000	2601 VALERIE BLVD	SEBRING	HOLNESS LANCELOT + BEVERLY + HOLNESS JEFFTHA	8915 SW 16TH ST		BOCA RATON	FL	33433	
C-10-34-28-020-0000-1750	2910 VALERIE BLVD	SEBRING	CLOUD DARRIEL E + LYNN C	2910 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-030-0000-1720	785 MEMORIAL DR	SEBRING	SERRANO FAMILY LAND TRUST KAHN GERLIN TRUSTEE	230 HUNTERS TRL		LONGWOOD	FL	32779	
C-10-34-28-030-0000-1730	787 MEMORIAL DR	SEBRING	ALCANTARA EVELIN ESPINAL	787 MEMORIAL DR		SEBRING	FL	33870	
C-10-34-28-030-0000-174A	2905 VALERIE BLVD	SEBRING	WINTERES DANIEL L + KATHLEEN A	2905 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-030-0000-174B	2911 VALERIE BLVD	SEBRING	WHITFIELD J M + MADINE M	2911 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-030-0000-5870	2932 KING DR	SEBRING	MARTIN MARANDA LYNN + SPAULDING WENDY SUE	2932 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-5880	2926 KING DR	SEBRING	ADAMS ANNETTE CUBRY + CUBRY JAMES STANLEY	1951 NW 104 AVE		SEBRING	FL	33026	
C-10-34-28-030-0000-5890	2918 KING DR	SEBRING	GINER SEBRING PROPERTIES 6 LLC	13528 SW 21 STREET		PEMBROKE PINES	FL	33027	
C-10-34-28-030-0000-5900	2910 KING DR	SEBRING	BLANCO CARLOS ALBERTO HERNANDEZ + GARCIA MARIA A OLANO	17360 SW 232 ST LOT 63		MIRAMAR	FL	33027	
C-10-34-28-030-0000-5910	2832 KING DR	SEBRING	PAINAGUA ANTONIO J	P O BOX 40711		MIAMI	FL	33170	
C-10-34-28-030-0000-5920	783 MEMORIAL DR	SEBRING	HALL JANET	241 34TH ST NW		TUCSON	AZ	85717-0711	
C-10-34-28-030-0000-5930	781 MEMORIAL DR	SEBRING	GARCIA + BARBARO ENRIQUE SOSA YAMIKKA CARNAVAL	4428 SNAPPER DR		CANTON	OH	44709	
C-10-34-28-030-0000-5940	779 MEMORIAL DR	SEBRING	MAROTTA ANTHONY	327 LAKEVIEW DR		SEBRING	FL	33870	
C-10-34-28-030-0000-5950	777 MEMORIAL DR	SEBRING	BOITERO BERNARDO + TERPANOVA AYDA MARITZA F	900 NE 12TH AV APT 202		LAKE WORTH	FL	33460	
C-10-34-28-030-0000-5960	775 MEMORIAL DR	SEBRING	JOHNSON ERNEST + JOHNSON NATHANIEL	16 W ORANGE ST		HALLANDALE	FL	33009	
C-10-34-28-030-0000-5980	771 MEMORIAL DR	SEBRING	MANOHAR DYANAND + KAMACHEE	35238 SANDLACE RD		AVON PARK	FL	33825	
C-10-34-28-030-0000-6000	2712 KING DR	SEBRING	AYALA ISABEL V ESTATE	2712 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-6010	2726 KING DR	SEBRING	WALKER VALERIE A	2726 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-6020	2734 KING DR	SEBRING	BARRINGTON KAYLA	2734 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-6030	2802 KING DR	SEBRING	HAYNES LAYLA	2802 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-6040	2816 KING DR	SEBRING	CLARKE MICHAEL M	4410 SNAPPER DR		SEBRING	FL	33870	
C-10-34-28-030-0000-604A	2824 KING DR	SEBRING	SLOWIK SYLVIA JOANNE	2110 OAKLAND AVE		SEBRING	FL	33870	
C-10-34-28-030-0000-6070	2729 KING DR	SEBRING	CROUSE NICOLE COLLINGS IRVINE	2729 KING DR		BALTIMORE	MD	21220	
C-10-34-28-030-0000-6080	2735 KING DR	SEBRING	BASSETT JEFFREY L + CAROLYN M	2735 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-6090	2803 KING DR	SEBRING	SEWELSON MAURICE H + JOLANTA E	2803 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-6110	2833 KING DR	SEBRING	MCCURLEY LYNN	2833 KING DR		SEBRING	FL	33870	
C-10-34-28-030-0000-6120	2915 KING DR	SEBRING	LEBEAU SHARON D	750 DANIA CT		SEBRING	FL	33870	
C-10-34-28-030-0000-6130	2927 KING DR	SEBRING	HARRISON SANDRA J REINHART + HARRISON WILLIAM L	2927 KING DR		PUNTA GORDA	FL	33950	
C-10-34-28-040-0000-1430	803 MEMORIAL DR	SEBRING	CLOUD DARRIEL E + LYNN C	2910 VALERIE BLVD		SEBRING	FL	33870	
C-10-34-28-040-0000-171A	2902 GROUPE DR	SEBRING	R & R REDLAND GROUP INC	21450 SW 234 STREET		SEBRING	FL	33870	
C-10-34-28-040-0000-7990	4811 GRAMPUS DR	SEBRING	BOURNE GROVER N	745 THOMAS LANDERS RD		HOMESTEAD	FL	33031	
C-10-34-28-040-0000-8220	2720 VALERIE BLVD	SEBRING	LUMINO ANTHONY F + KIMBERLY L	255 RAMONA AVE		E FALMOUTH	MA	2536	
C-10-34-28-040-0000-8230	2708 VALERIE BLVD	SEBRING	ALMEIDA VANDY TRIMINO	2714 VALERIE BLVD		SIERRA MADRE	CA	91024-2456	
C-11-34-28-070-0000-8240	2603 VALERIE BLVD	SEBRING	NGUYEN DUNG Q	2708 VALERIE BLVD		SEBRING	FL	33870	
C-11-34-28-070-0000-8250	2605 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8260	2703 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8270	2705 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8280	2707 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8290	2709 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8300	2711 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8310	2713 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8320	2715 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8330	2717 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8340	2719 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8350	2721 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8360	2723 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8370	2725 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8380	2727 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8390	2729 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8400	2731 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8410	2733 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8420	2735 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8430	2737 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8440	2739 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8450	2741 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8460	2743 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8470	2745 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8480	2747 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8490	2749 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8500	2751 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8510	2753 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8520	2755 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
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C-11-34-28-070-0000-8550	2761 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
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C-11-34-28-070-0000-8580	2767 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8590	2769 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8600	2771 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8610	2773 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8620	2775 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8630	2777 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8640	2779 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8650	2781 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8660	2783 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8670	2785 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8680	2787 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
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C-11-34-28-070-0000-8700	2791 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8710	2793 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8720	2795 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8730	2797 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8740	2799 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
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C-11-34-28-070-0000-8760	2803 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8770	2805 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8780	2807 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8790	2809 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8800	2811 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8810	2813 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8820	2815 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8830	2817 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8840	2819 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8850	2821 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
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C-11-34-28-070-0000-8870	2825 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8880	2827 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8890	2829 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8900	2831 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8910	2833 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8920	2835 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8930	2837 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8940	2839 VALERIE BLVD	SEBRING	ORANGE CAPITAL GROUP LLC	5008 W LINEBAUGH	UNIT 31	TAMPA	FL	33624	
C-11-34-28-070-0000-8950	2841 VALERIE BLVD								

ZONING/ DEVELOPMENTS RECEIPT

STRAP NBR : C-11-34-28-070-0000-0010
 PROJECT : 26040014 ADDRESS : 2601 VALERIE BLVD
 RECEIPT # : 42000000498 PRINT DATE : 04/15/2026
 PRINT TIME : 16:45:24
 RECEIPT DATE : 04/15/2026 OPERATOR : kwiseman
 COPY # : 1
 CASH DRAWER: 42
 RECEIVED BY : kwiseman
 REC'D. FROM : ORANGE CAPITAL GROUP
 EXP (YMD) :
 C/S :

NOTES : 42000000498

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
ZRO	FLAT RATE	1.00	1500.00	0.00	1500.00	0.00
TOTAL PROJECT :			1500.00	0.00	1500.00	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	1,500.00	Ck # 2824
TOTAL RECEIPT :	1,500.00	

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Planner: Rachael Navarrete, Planner I, Cynthia Carman Kramer, Planning & Zoning Manager

Hearing Number: Public hearing to consider adoption of Ordinance 25-26-18 for CPA-26-653SS, amending the Future Land Use Map designation for five parcels totaling approximately 1.9 acres from Agriculture (AG) to Commercial (C).

Statement of Issue

The Applicant is requesting a small-scale Comprehensive Plan Amendment to change the Future Land Use Map designation for five parcels, totaling approximately 1.9 acres, located at 3810, 3818, 3822, 3904, and 3906 SR 66, Sebring, from Agriculture (AG) to Commercial (C). The requested FLUM amendment is intended to align the properties' FLUM designation with the proposed commercial zoning classification.

There is a companion request for a zoning change from B-2 Business District to B-3 CU Business District with a Conditional Use, under P&Z 2194.

The Planning and Zoning Commission recommended approval of CPA-26-653SS by a vote of 7-0.

Recommended Action

Move to approve and adopt Ordinance 25-26-18, for small-scale amendment CPA-26-653SS, amending the Future Land Use Map of the Highlands County 2050 Comprehensive Plan for five parcels, totaling approximately 1.9 acres, from Agriculture (AG) to Commercial (C), referencing the mandatory findings of fact and becoming effective as provided by law, and to transmit CPA-26-653SS to Florida Commerce.

Attachments:

1. CPA-26-653SS Staff Report
2. Ordinance No. 25-26-18
3. CPA-26-653SS Application

**HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT**

Type: Small Scale Comprehensive Plan Amendment	BCC Hearing Date: 7/21/2026
Case Number: CPA-26-653SS	Case Name: Barajas FLUM Amendment
Agents: Lew Carter & James Leonardo	Property Owner: Ivan Barajas
Public Hearing: BCC Agenda Item 10.C	Case Staff Member: Rachael Navarrete

Request: The Applicant is requesting a small-scale Comprehensive Plan Amendment to amend the Future Land Use Map designation from Agriculture (AG) to Commercial (C).

General Location: Five parcels, totaling approximately 1.9 acres, located on the north side of SR 66, approximately 2.53 miles east of CR 635, 0.42 miles south of Wolf Lake, and 1.70 miles west of Sparta Road.

Address: 3810, 3818, 3822, 3904, and 3906 SR 66, Sebring

Parcel ID: [C-24-35-28-020-0000-5510](#)
[C-24-35-28-020-0000-5520](#)
[C-24-35-28-020-0000-5530](#)
[C-24-35-28-020-0000-5550](#)
[C-24-35-28-020-0000-5570](#)

Staff Recommendations and Minutes:

- 1. Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt Ordinance 25-26-18, for CPA-26-653SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for five parcels, totaling approximately 1.9 acres, from Agriculture (AG) to Commercial (C), referencing the mandatory findings of fact and becoming effective as provided by law.
- 2. Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance 25-26-18, CPA-26-653SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for five parcels, totaling an approximate 1.9 acres, from Agriculture (AG) to Commercial (C), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the June 9, 2026, DRAFT P&Z Minutes and Recommendation to the BCC: “C. CPA-26-653SS – IVAN BARAJAS C/O LEW CARTER & JAMES LEONARDO** Five parcels, totaling approximately 1.9 acres, located at 3810, 3818, 3822, 3904, and 3906 SR 66, Sebring, and identified by Parcel Identification Numbers C-24-35-28-020-0000-5510, C-24-35-28-020-0000-5520, C-24-35-28-020-0000-5530, C-24-35-28-020-0000-5550, and C-24-35-28-020-0000-5570. The Applicant is requesting a small-scale Comprehensive Plan Amendment to amend the future land use map designation from Agriculture (AG) to Commercial (C).

Mrs. Ezell read the request into the record. Mrs. Navarrete confirmed proof of advertising requirements and noted there were no letters received in favor of or against the request. Agents Lew Carter and James Leonardo were present and sworn in and provided a brief description of the request.

Acting Chair Ezell opened the floor for public comment. There were no additional comments on this matter.

Motion made by Mr. Boring and seconded by Mr. Brown to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-26-653SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for five parcels, totaling an approximate 1.9 acres, from Agriculture (AG) to Commercial (C), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0.”**

Supplemental Material/Issue Analysis Report:

1. Request:

The matter for consideration is a change to the Future Land Use Map (FLUM) for five parcels totaling approximately 1.9 acres, from AG to C.

All five parcels are vacant of structures and contain dense native vegetation. The Applicant is proposing to combine the properties to allow for future development consistent with the requested Commercial FLUM designation.

There is a companion request under P&Z 2194 for a zoning change from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the proposed Conditional Use being an open storage lot for cars, trucks, boats, RVs/campers and the like with an accessory office building.

2. Notices to Surrounding Property Owners.

On May 22, 2026, notices were mailed to 45 surrounding property owners notifying them of the public hearings before the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

Table 1: Existing Uses, Future Land Use and Zoning

LOCATION	EXISTING USE	FUTURE LAND USE	ZONING
Subject Property	Vacant	AG	B-2
Adjacent Property to the North	Vacant / Single-Family Residence (SFR)	AG	R-1 Residential District
Adjacent Property to the South	Grazing Soil	AG	AU Agricultural District
Adjacent Property to the West	Vacant	AG	B-2
Adjacent Property to the East	Vacant	AG	B-2

The proposed intensity and character of development are compatible with the surrounding area, particularly given the existing commercial zoning of the adjoining parcels along SR 66.

4. Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2050 Comprehensive Plan ("Comp Plan"):
 - Future Land Use Policies:
 - Policy 1.1, General Growth Management Strategy;
 - Policy 1.2.D.1, Agriculture (AG);
 - Policy 1.2.D.7, Commercial (C).

Zoning:

- Highlands County Land Development Regulations (“LDRs”):
 - Section 12.05.200: AU Agricultural District;
 - Section 12.05.242: B-3 Business District;
 - Section 12.05.292: Conditional Use Districts (CU).

5. Staff Analysis:

Background:

The five parcels are part of the Orange Blossom Estates Unit 2 subdivision and are vested under Vesting Orders V-91-002, V-91-003 and V-91-008, which recognize development rights for use and intensity consistent with the B-2 Limited Business District, despite the AG future land use designation.

Since acquiring the properties, the Applicant has left the parcels in their existing vacant and heavily vegetated condition. The requested FLUM amendment is intended to align the properties’ FLUM designation with the proposed commercial zoning classification.

Supporting Comprehensive Plan Policies:

Future Land Use Element

Policy 1.1: General Growth Management Strategy

- A.1. Encourage compatible future growth, including infill;
- B. The County will give preference to:
 - 1. Opportunities for infill or redevelopment, where such opportunities exist;
 - 4. Development opportunities which provide permanent jobs and improve the County's revenue base;

Policy 1.2: Land Use Categories, Densities, and Intensities

- C. Nonresidential Land Use Categories: The intensity of nonresidential development shall recognize natural environmental constraints, traffic access, the character of surrounding development, and the necessity of potable water and central wastewater installations as a prerequisite to development. The intensity to which a property may be developed for the nonresidential land uses... shall be governed by the indicated site coverage standards and floor area ratios (FAR).
- D.7. Commercial (C): Businesses serving a county-wide or regional market area which provide a variety of trade goods and commodities at retail and wholesale levels. These commercial uses are usually dependent upon highway or arterial intersection locations. Community serving commercial

businesses may develop in combination with neighborhood commercial businesses.

- a. Maximum Intensity - Floor Area Ratio: Up to 0.70 FAR for office; Up to 0.80 for other commercial uses.

D.14. Vested Development (V):

- a. The Vested Development Category applies to subdivisions or developments that have received vested status by either Highlands County through the appropriate Administrative Section of the adopted Comprehensive Plan or by the State of Florida through the Binding Letter process or Development of Regional Impact process.

Policy 1.3: Recognition of the Existing Rural Village and Specific Neighborhoods

- A.2. Specific Neighborhoods: These are the typical large residential developments, created by land development entrepreneurs and characterized by aggressive promotional sales techniques that reach beyond national boundaries. ... Commercial facilities were programmed into the overall development plans. These developments were repetitious in street and lot layout, seemingly ignoring the various site characteristics which would normally influence street alignments and lot configurations. The development patterns for these neighborhoods have been established by their respective Plans and all future development will be build-out of these Plans as they were platted.

- D. Future Commercial Development Consistent with Need and Compatible to Existing and Future Uses: Compatible commercial development shall be allowed in appropriate locations throughout the County including the Rural Villages and Specific Neighborhoods.

The subsequent location of all new commercial uses shall, when possible, relate directly to established commercial uses and/or planned commercial centers consistent with the character of the surrounding noncommercial development. The focus of the commercial development should be to support the needs of residents and visitors as well as agricultural activities and to provide the consumer with goods and personal services which are generally unavailable in the community.

Commercial uses shall, when possible, be located, in proximity to arterial road intersections or where a pattern of existing commercial uses has already been established.

Small-scale commercial infill proposals are appropriate when the use will reinforce an existing land use pattern or in a land use pattern that is evolving into a center of business activity.

The following criteria shall be used when approving commercial, business or office uses.

1. The proposed commercial site is within 1/8 mile of the intersection of roads depicted on the Future Traffic Circulation Maps as Major Collector or higher or is adjacent to an existing commercial use having frontage along an arterial road or highway;
2. The proposed commercial site will assure compatible development in scale with the surrounding uses and will not create or promote the expansion of a nuisance, hazard, or eyesore;
4. The development approval provides conditions to assure that the proposed site will be compatible with the character of surrounding community.

Policy 3.1: Platted Lands Strategy

The County will encourage the reduction of lots without central water and wastewater services through the following measures:

- A. Assembly and de-platting of lots by private interests for re-platting and re-development or other purposes;

Economic Development Element

Objective 2: Maintain and Enhance the Economic Base and Retain and Create New Jobs

Maintain and enhance the economic base and retain and create new jobs by supporting the retention of existing businesses, promoting existing business expansion, and recruiting appropriate businesses and industries.

Policy 2.2: Targets for Growth

- B. Expand and enhance the County's existing economic base and assist existing companies in expansion efforts.

6. Sprawl Rule Indicators:

Amendments to the Future Land Use Element must be reviewed consistently with the Sprawl Rule Indicators set forth by Chapter 163.3177 F.S., as found in the Technical Support Section of the Comp Plan. Per Section II. Technical Support for Future Land Use Element. Item 3.a. (1-8), a future land use plan amendment shall

be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

- (1) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:

The objective is achieved. The proposed amendment directs commercial development toward an area served by existing state-maintained roadway infrastructure and surrounding development patterns along SR 66. One of the subject properties contains limited Xeric Upland habitat indicated on a small portion of the parcel, while no protected habitats or natural resources are indicated on the remaining lots. Though land clearing would be required to develop the properties, significant adverse impacts to protected natural resources and ecosystems are not anticipated. Any impacts to the limited Xeric Upland habitat would be subject to the applicable mitigation requirements, including payment of the required mitigation fee associated with the Xeric Upland exemption.

- (2) Promotes the efficient and cost-effective provision or extension of public infrastructure and services:

The objective is achieved. The subject properties are located along SR 66 and adjacent to existing development in the area, allowing for access to existing roadway infrastructure and reducing the likelihood of requiring major extensions of new public services. As such, the request supports the efficient and cost-effective provision of public infrastructure and services.

- (3) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:

The objective is not applicable. The subject properties are located within a rural area characterized primarily by agricultural and residential uses. While vehicular access is sufficient for the proposed use, the area currently lacks pedestrian, bicycle, and transit infrastructure. The proposed amendment neither advances nor undermines compact, mixed-use, or multimodal community patterns, as walkability improvements are generally not anticipated within this low-density rural section of the SR 66 corridor. A future shared bikeway trail is proposed along SR 66 but has not yet been developed at this time.

- (4) Promotes conservation of water and energy:

The objection is partially achieved. The properties are currently undeveloped, and the proposed use would require limited potable water or wastewater services associated with the proposed office building. While

future development may generate some energy use associated with office operations, the overall intensity of the proposed use is not anticipated to create substantial new demands on water or energy resources.

- (5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

The objection is achieved. Although the subject properties currently have an agricultural land use designation, the parcels are vested for commercial use and intensity consistent with the B-2 zoning district. The size, location, and existing development pattern along the local SR 66 corridor limit their viability for productive agricultural activity. The proposed amendment is not anticipated to adversely impact surrounding agricultural operations or result in the fragmentation of any surrounding agricultural lands.

- (6) Preserves open space and natural lands and provides for public open space and recreation needs:

This objective is partially achieved. While the amendment does not include provisions for public open space or recreational facilities, it also does not encroach on designated open space or recreation areas, and the small scale of development allows surrounding natural lands to remain undisturbed.

- (7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

The objective is achieved. The proposed amendment would introduce a commercial use within an area characterized by a mixture of rural residential, agricultural, and commercial development patterns. The proposed open commercial storage yard would contribute to the overall balance of land uses by providing additional storage opportunities to residents in the surrounding area.

- (8) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:

The objective is partially achieved. The proposed amendment would support additional commercial development along an established state-maintained corridor, helping to avoid isolated or leapfrog development within the area. The amendment would also improve consistency between the proposed Future Land Use designation and the companion B-3 CU zoning request. While the amendment would not introduce an innovative development pattern, it generally reinforces the existing pattern of development along the immediate portion of SR 66.

The proposal appears to meet 4 of the 8 criteria outright, and partially meets 3 more, so under the Plan framework it can be found not to contribute to urban sprawl.

Department Comments and Analysis of Petitioner's Proposal:

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

Highlands County Engineering: Approved with conditions. Prior to any improvements being made to the property, the applicant shall undergo the commercial development review process, and additional requirements may be identified at that time.

Florida Department of Health: No objection. See my office for any septic system permits. Any potable wells would be permitted by either FDEP as a Public Water Supply Well, or by my office as a Limited Use Well, depending on the number of connections or number of people using the well.

Highlands County Fire Rescue: They have a water tank and dry hydrant on the plans for the property.

No Comment	No Response
Highlands County Code Enforcement	City of Sebring
Highlands County Road & Bridge Department	Southwest Florida Water Management District
	Highlands County Emergency Management
	Highlands County Economic Development
	Highlands County Natural Resources
	Highlands County Sheriff's Office
	Highlands County Building Department

2. **Planning and Zoning Analysis:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation of approximately 105 feet.
2. **Soils:** The soils underlying the site are Basinger, St. Johns and Placid soils, with 0 to 2% slopes. The available water capacity is low to moderate, with a moderate to rapid permeability. Depth to the water table is about 0-12 inches. This soil is nearly level poorly drained and very poorly drained soils are in seep areas in the county. These soils have severe limitations for urban uses because of wetness. Drainage

outlets, tile drainage, or mounding are necessary if onsite sewage disposal systems are installed.

3. **Surface Waters:** The subject parcels have no surface water areas.
4. **Vegetative Cover:** The parcels are densely vegetated with native plant species.

B. Land Use:

1. **Current Use of Land:** The subject properties are currently vacant and contain dense vegetation throughout.
2. **Vested Rights:** The properties are currently vested for use and intensity consistent with the B-2 Limited Business District, under the Orange Blossom Estates Unit 2 subdivision, per vesting orders V-91-002, V-91-003 and V-91-008.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture (AG).
4. **Current Future Land Use Intensity:** The AG future land use does not specify a maximum intensity but requires that the location, type, scale, density/intensity, and design of permissible non-agricultural or non-residential uses be compatible with the overall character of the existing, as well as the proposed future development of the area.
5. **The Applicant's proposed development program:** The Applicant is proposing to combine the five parcels to develop the property for use as an open storage lot for cars, trucks, boats, RVs/campers and the like, with an accessory office building.
6. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial (C).
7. **Proposed Future Land Use Intensity:** The proposed Commercial future land use allows a maximum FAR of 0.70 for office uses, and 0.80 for other commercial uses.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comp Plan indicates that one of the parcels may contain Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comp Plan and Section 12.12.603 of the LDRs, the Applicant is exempt from the requirement to obtain Environmental Clearance at the time of development upon payment of the required mitigation fee.
2. **Historic Resources:** The Historic Resources Map of the Comp Plan, based on the Florida Master Site File (FMSF), indicates no known historic resources on the property.
3. **Archaeological Resources:** The Historic Resources Map of the Comp Plan, based on the FMSF, indicates no known archaeological resources on or within 300 feet of the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number 12055C0236C, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is not located within any airport zones, as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comp Plan and regulated by Article 12, Division 3 of the LDRs.
7. **Airport Surface Areas:** The property is not located within any of the defined airport surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water (well) system, that will need to be designed to connect to a central system when one becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater (septic tank) system, that will need to be designed to connect to a central system when one becomes available.
3. **Solid Waste:** The development will need to be serviced by the County-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access to SR 66, a two-lane state-maintained road, classified as a Minor Arterial roadway.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will not require the provision of recreation. A future shared bikeway trail is proposed along SR 66.
7. **Drainage:** Storm water management will be required to comply with Section 12.13.104.F. of the LDRs and the applicable water management district regulations.
8. **Emergency Services:** The closest staffed Fire/EMS station, Station 19 on W George Boulevard, is about 3.62 miles or 6 minutes away, which is below the LOS standard of Highlands County Fire Rescue.

E. Traffic Impacts: Pursuant to the Highlands County Technical Standards Manual, a traffic analysis will be required at the time of development.

F. Schools: The permitted uses within the commercial future land use designation are non-residential in nature. Pursuant to Florida Statutes (F.S.) 163.3177 and F.S. 163.3180, and Sections 12.13.150 and 12.13.151 of the LDRs, school concurrency will not be required.

G. Airports: The subject properties are located approximately 8.6 miles southwest of the Sebring Regional Airport and 12.8 miles southeast of the Avon Park Executive Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed small scale Comprehensive Plan Amendment is generally consistent with the patterns of existing development along SR 66 and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed small scale Comprehensive Plan Amendment is consistent with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, is not required for development under the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed small scale Comprehensive Plan Amendment is not required to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning and Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt Ordinance 25-26-18, for CPA-26-653SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for five parcels, totaling approximately 1.9 acres from Agriculture (AG) to Commercial (C), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Future Land Use Map
- Exhibit 4: Proposed Future Land Use Map
- Exhibit 5: Site Photographs

Exhibit 1:

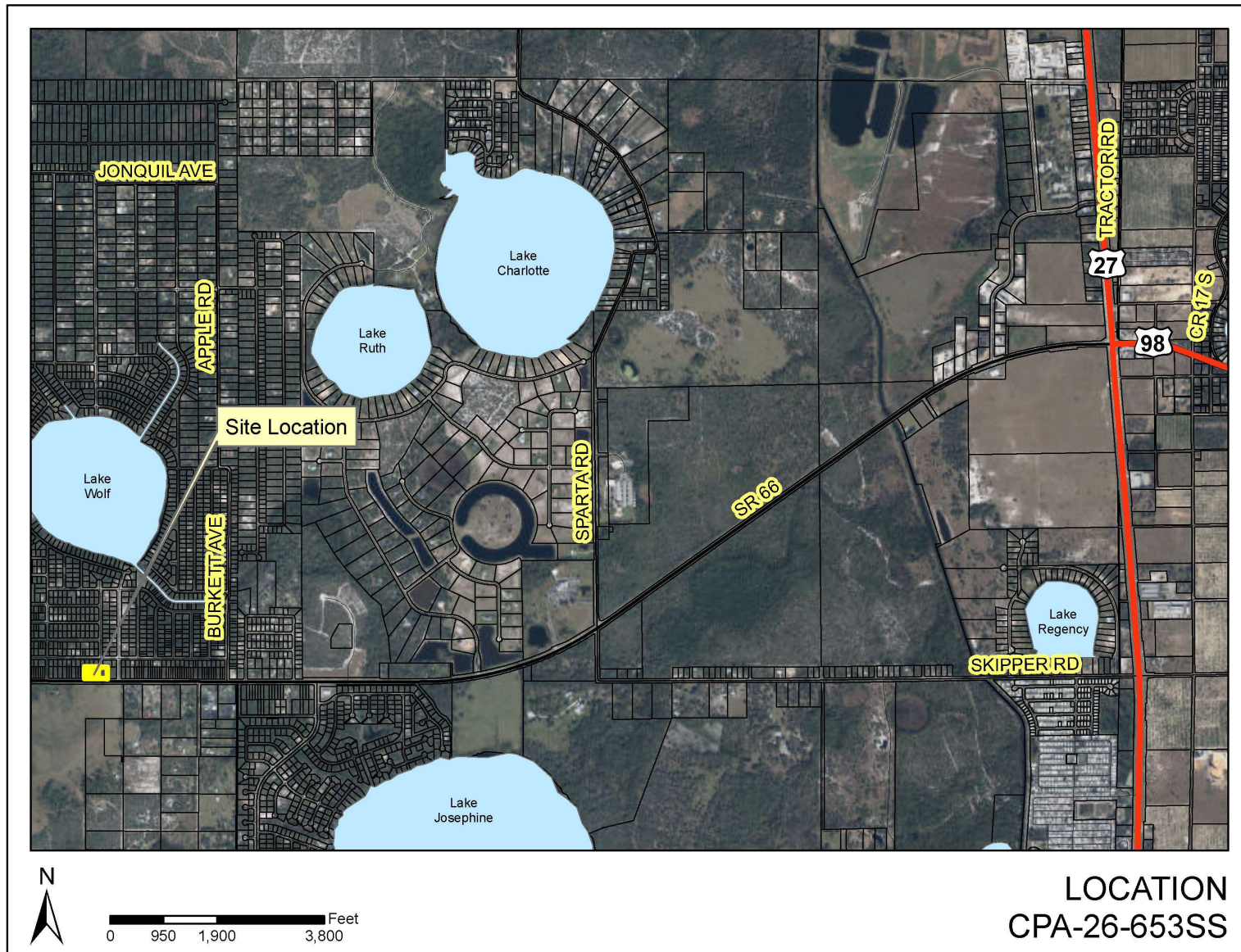


Exhibit 2:

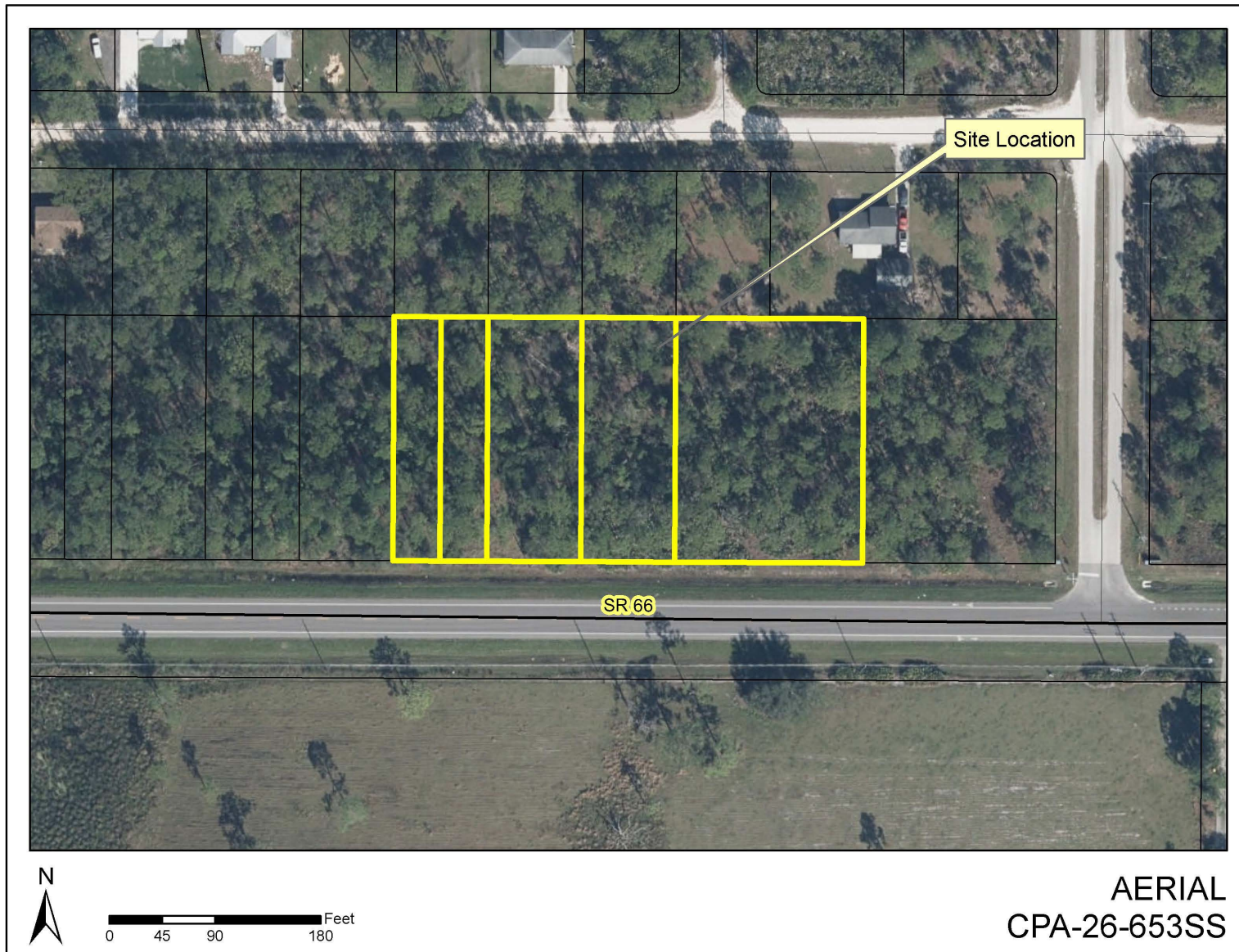


Exhibit 3:

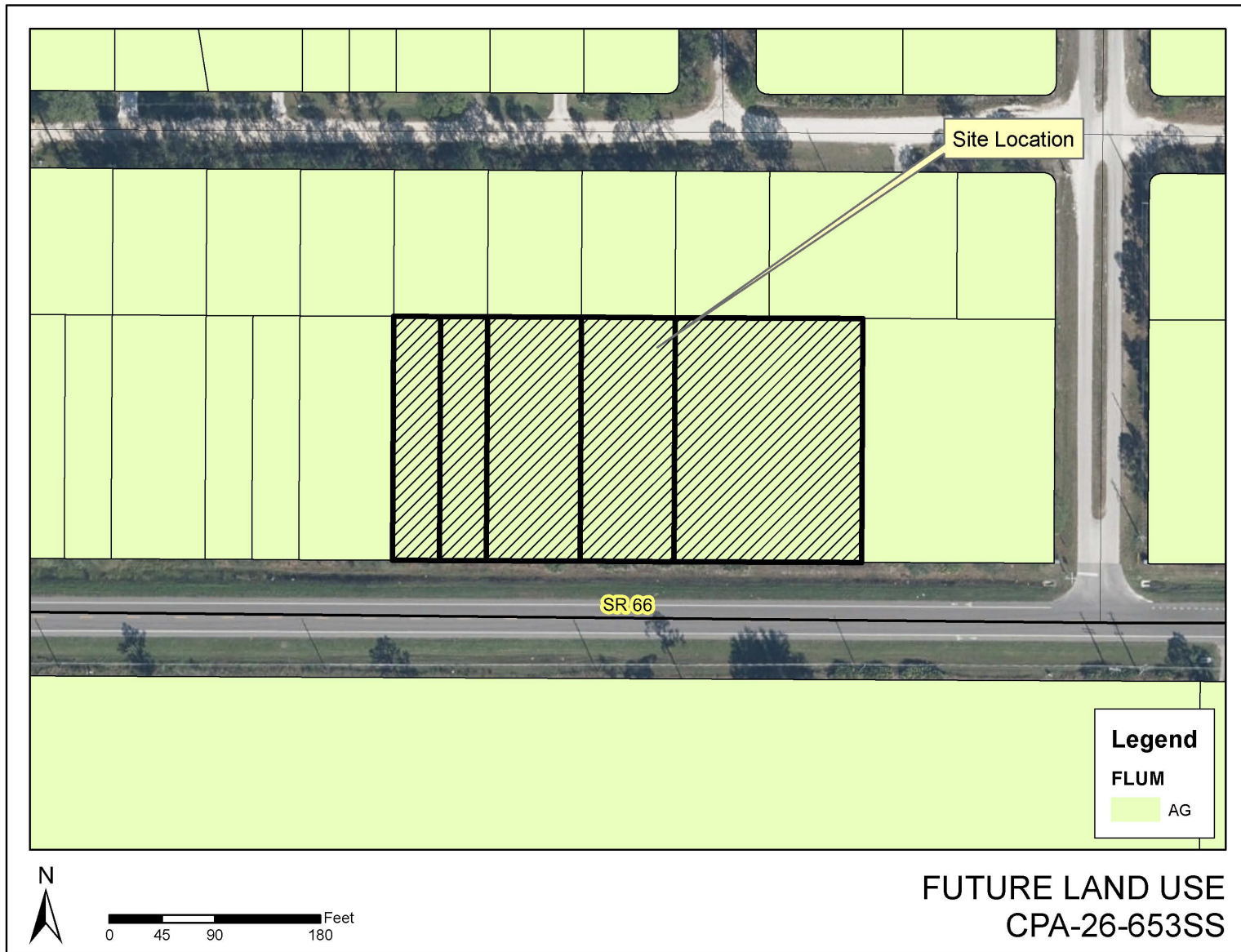


Exhibit 4:

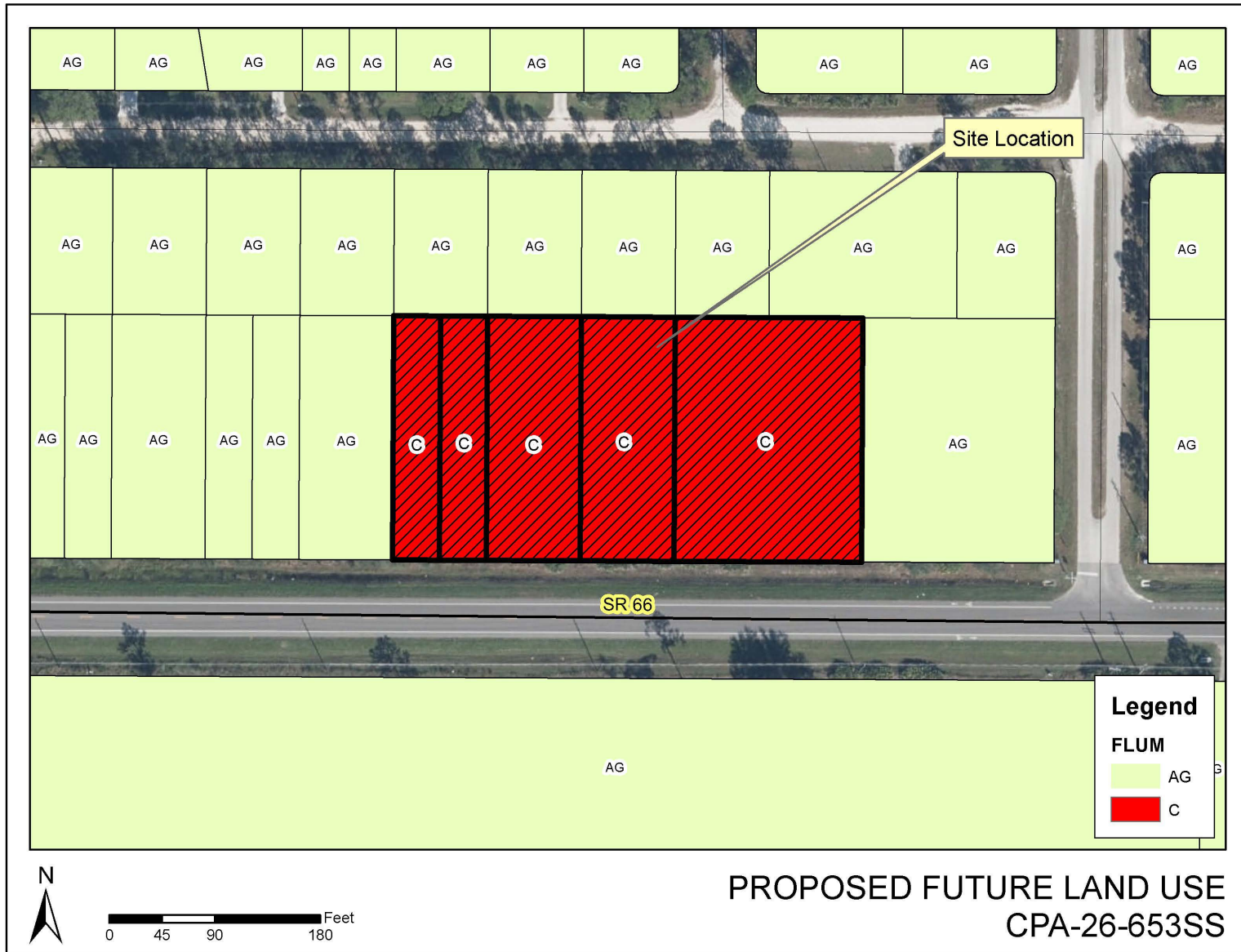


Exhibit 5:



ORDINANCE NO. 25-26-18

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2050 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-24-35-28-020-0000-5510, C-24-35-28-020-0000-5520, C-24-35-28-020-0000-5530, C-24-35-28-020-0000-5550, AND C-24-35-28-020-0000-5570; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers Highlands County (County) to adopt and amend the Highlands County 2050 Comprehensive Plan ("Plan"); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-24-35-28-020-0000-5510, C-24-35-28-020-0000-5520, C-24-35-28-020-0000-5530, C-24-35-28-020-0000-5550, and C-24-35-28-020-0000-5570, ("Property"), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, acting as the Local Planning Agency, held a duly noticed public hearing on June 9, 2026, to review the proposed small-scale Plan amendment, identified by CPA-26-653SS, and recommended approval of the proposed amendment for ultimate transmittal to FloridaCommerce; and

WHEREAS, the County finds that the proposed CPA-26-653SS amendment to the Future Land Use Map of the Plan is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County finds that the proposed CPA-26-653SS amendment to the Future Land Use Map of the Plan is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed CPA-26-653SS amendment to the Future Land Use Map of the Plan; and

WHEREAS, the County has determined that the proposed CPA-26-653SS amendment to the Future Land Use Map of the Plan does not require Historical or Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-26-653SS is not located within an area of critical state concern; and

WHEREAS, the County requires, pursuant to the Highlands County Code of Ordinances ("Code"), Chapter 8, Article V, Section 8-128(a) and Chapter 12, Article I, Section 12.01.102.B, that all future development actions for the Property shall be made to conform to applicable Plan policies and Code Regulations in effect at the time of development; and

WHEREAS, the County held a duly noticed public hearing on July 21, 2026, to consider final adoption, by Ordinance, of small-scale Plan amendment CPA-26-653SS and transmittal to FloridaCommerce.

NOW THEREFORE, BE IT ORDAINED by Highlands County, after due notice and public hearing, as follows:

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

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-24-35-28-020-0000-5510, C-24-35-28-020-0000-5520, C-24-35-28-020-0000-5530, C-24-35-28-020-0000-5550, and C-24-35-28-020-0000-5570, consisting of approximately 1.9 acres and more particularly described as:

Lots 551, 552, 553, 554, 555, 556, 557, 558, 559, and 560, Orange Blossom Estates, Unit 2, Section 24, Township 35 South, Range 28 East, according to the Plat Book thereof, as recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

is hereby changed from "Agriculture (AG)" to "Commercial (C)".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Commercial.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The

County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-26-653SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

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

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once FloridaCommerce or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 21st day of July, 2026.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Don Elwell, Chairman

ATTEST

Jerome Kaszubowski, Clerk

Highlands County, Florida
Comprehensive Plan Amendment Application

- ☒ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: AG Change to: Commercial
C - Conditional Use - Open Storage

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

..... Project #

STAFF USE ONLY:

Case Number: CPA- 26-653 SSLS Date of Application: 4/15/2026

Amount of Fee: \$ 2,000 Tax Map No.: 50-D

Hearing Dates: P&Z 6/9/26 BOCC 7/21/26
.....

This application has been reviewed for completeness and determined sufficient.

Cynthia Carman Kramer
Signed: Planning and Zoning Manager

4/16/26
Date

.....

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-24-35-28-020-0000-5570 STRAP No. C-24-35-28-020-0000-5550

STRAP No. C-24-35-28-020-0000-5530 STRAP No. C-24-35-28-020-0000-5520
Strap #: C-24-35-28-020-0000-5510

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

Print Name(s): Ivan Barajas, LLC/Ivan Barajas

Mailing Address: 2006 Fairmount Court, Sebring, Florida 33870

Daytime Telephone No. (863) 840-0308

E-Mail Address: [REDACTED]

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

Print Name: Lewis Carter and/or James Leonardo

Mailing Address: 3701 Grand Concourse, Sebring, Florida 33875

Daytime Telephone No. (863) 381-2996

E-Mail Address: [REDACTED]

NOTARIZED AUTHORIZATION:

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☒ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
To make the FLU compatible with the proposed zoning change.
4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
- a. Goal(s) Efficient distribution of compatible land use
- b. Objective(s) 1. Growth Management Strategies
- c. Policy(ies) 1.2D (7) Commercial

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
See attached
6. **Street Address(es) of Property Covered by the Application:**
3810/3818/3822/3904/3906 State Road 66, Sebring, Florida 33875
7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** Carter/Leonardo Open Storage Lot
8. **Existing Zoning District:** B2 **Existing Future Land Use Classification:** AU
9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
Vacant

10. Are there existing structures on the property? ☐ Yes ☒ No If yes, what type?
(Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

If multiple units, the number of dwellings per building: _____

11. Existing Property Information: Size of Property (width) ±400 feet, (depth) ±208 feet,
road frontage ±400 feet, water frontage None feet, Total acres: ±2.0 acres

If different from the total acreage, the developable portion is _____ +/- acres.

12. Is the property located within the Lake Placid Regional Plan area? ☐ Yes ☒ No

13. Vesting: Is the property vested for specific property rights? ☐ Yes ☒ No If yes, explain:

14. Current Uses on the Adjacent Properties:

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Vacant	AG	R1
South	Vacant	AG	AU
East	Vacant	AG	B2
West	Vacant	AG	B2

INFORMATION ABOUT THE PROPOSED USE:

15. Proposed Number of Dwelling Units and/or Square Feet of Commercial space: ±1000

16. Residential Density: The proposed density is NA units per acre.

17. Intensity: The proposed intensity is ±83,201 square feet at ±1.2 % Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. Potable Water: The proposed development will be served by an off-site central potable water system. ☐ Yes ☒ No

If yes, the potable water system requirements will be accommodated by the _____ water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. Wastewater Treatment: The proposed development will be served by an off-site central wastewater treatment system. ☐ Yes ☒ No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. Schools: Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (See the attached sample letter requesting this information from the School District.)

21. Preliminary Concurrency Evaluation: Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

- A. Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.
- B. Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.
- C. Historic Properties:** There may be historic resources on the property.
- D. Archaeological Resources:** There may be archaeological resources on the property.
- E. Military Airport Zones (MAZ):** The property may be located in a MAZ.
- F. Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.
- G. Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.
- H. Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

END OF APPLICATION

ATTACHMENTS:

- 1. Preliminary Concurrency Evaluation
- 2. Owner's Affidavit(s) or Corporate Affidavit
- 3. Agent's Affidavit(s)
- 4. Notarized authorization from each owner, as applicable (Form A)

- 
5. Notarized authorization for agent to submit petition, as applicable (Form B)
 6. Public Utility Information Request Sample Letter
 7. Public School Information Request Sample Letter
 8. Application Due Dates
 9. Fee Schedule

PRELIMINARY CONCURRENCY EVALUATION

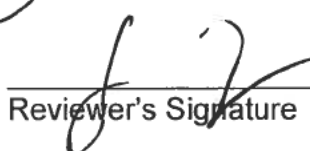
ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

Traffic Levels of Service: Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

- A. Small Project: No Traffic Impact Study Required.
- B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.
 - 1. Required with this application.
 - 2. Required at the time of development
- C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.
 - 1. Required with this application
 - 2. Required at the time of development

SG OK per email dated 4/11/2016 reference narrow & appropriate

(D) TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

			
Reviewer's Signature	Date	County Engineer's Signature	Date

FULL LEGAL DESCRIPTION FOR STATE ROAD 66 – BARAJAS PROPERTY

LEGAL DESCRIPTION for 3810 STATE ROAD 66, SEBRING

Lots 557, 558, 559 and 560, of ORANGE BLOSSOM ESTATES, UNIT No. 2, according to the Plat thereof, as recorded in Plat Book 5, at Page 3, of the Public Records of Highlands County, Florida, LESS road right of way.

Parcel Identification Number: C-24-35-28-020-000-5570

LEGAL DESCRIPTION for 3818/3822/3904/3906 STATE ROAD 66, SEBRING

Lots 551, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5510

Lots 552, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5520

Lots 553, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5530 included Lot 554

Lots 554, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5530 included Lot 553

Lots 555, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5550 included Lot 556

Lots 556, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5550 included Lot 555

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Rachael Navarrete, Planner I, Cynthia Carman Kramer, Planning & Zoning Manager

Subject/Title: Public hearing to consider adoption of Resolution 25-26-145, for P&Z 2194, amending the Official Zoning Atlas for five parcels totaling approximately 1.9 acres, from B-2 Limited Business District to B-3 CU Business District with a Conditional Use

Statement of Issue

The Applicant is requesting a change to the Official Zoning Atlas to change the zoning designation for five parcels totaling approximately 1.9 acres, located at 3810, 3818, 3822, 3904, and 3906 SR 66, Sebring, from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the conditional use being an open storage lot for cars, trucks, boats, and RVs/campers, with an accessory office building.

The Planning and Zoning Commission recommended approval of P&Z 2194 by a vote of 7-0.

Recommended Action

Move to approve and adopt Resolution 25-26-145, for P&Z 2194, changing the Official Zoning Atlas for five parcels, totaling approximately 1.9 acres, from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the conditional use being an open storage lot for cars, trucks, boats, and RVs/campers, with an accessory office building, referencing the mandatory findings of fact and becoming effective as provided by law, subject to adoption of the proposed Future Land Use map amendment and the conditions of approval in the adopting resolution.

Fiscal Impact

No fiscal impact.

Attachments:

1. P&Z 2194 Staff Report for BCC
2. Resolution No. 25-26-145
3. P&Z 2194 Application

**HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 7/21/2026
Case Number: P&Z 2194	Case Name: Barajas Rezone
Agents: Lew Carter & James Leonardo	Property Owner: Ivan Barajas
Public Hearing: BCC Agenda Item 10.D	Case Staff Member: Rachael Navarrete

Request: The Applicant is requesting a change to the Official Zoning Atlas to change the zoning designation from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the conditional use being an open storage lot for cars, trucks, boats, and RVs/campers, with an accessory office building.

General Location: Five parcels, totaling approximately 1.9 acres, located on the north side of SR 66, approximately 2.53 miles east of CR 635, 0.42 miles south of Wolf Lake, and 1.70 miles west of Sparta Road.

Address: 3810, 3818, 3822, 3904, and 3906 SR 66, Sebring

Parcel ID: [C-24-35-28-020-0000-5510](#)
[C-24-35-28-020-0000-5520](#)
[C-24-35-28-020-0000-5530](#)
[C-24-35-28-020-0000-5550](#)
[C-24-35-28-020-0000-5570](#)

Staff Recommendations and Minutes:

- 1. Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt Resolution 25-26-145, for P&Z 2194, changing the Official Zoning Atlas for five parcels, totaling approximately 1.9 acres, from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the conditional use being an open storage lot for cars, trucks, boats, and RVs/campers, with an accessory office building, referencing the mandatory findings of fact and becoming effective as provided by law, subject to adoption of the proposed Future Land Use map amendment and the following conditions of approval:
 1. The underlying or base zoning regulations for this Conditional Use shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District, Section 12.05.242 of the Code.

2. Use of the Property shall be limited to an open storage lot for operable cars, trucks, boats, and RVs/campers, with an accessory office building.
 3. All commercial lighting on the Property must be shielded so as not to shine on adjacent properties.
 4. Pursuant to Section 12.11.202.B. of the Code, a minimum transitional landscape buffer of 20 feet from the northern Property boundary is required. Protection of existing native species of plant material shall be maximized wherever possible within the buffer area.
 5. Pursuant to Section 12.11.202.G.5 of the Code, a parking buffer consisting of continuous evergreen hedges shall be installed along the Property boundaries abutting SR 66 to help mitigate visual impacts of the outdoor storage facility from the roadway.
 6. Access to the Property shall only be permitted from SR 66.
2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2194, changing the Official Zoning Atlas for five parcels, totaling approximately 1.9 acres, from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the conditional use being an open storage lot for cars, trucks, boats, RVs/campers and the like with an accessory office building, referencing the mandatory findings of fact and becoming effective as provided by law, subject to adoption of the proposed Future Land Use map amendment and the following conditions of approval:
1. The use of the property shall be limited to an open storage lot for cars, trucks, boats, RVs/campers and the like, with an accessory office building.
 2. All commercial lighting on the property must be shielded so as not to shine on adjacent properties.
 3. Per Section 12.11.202.B. of the Highlands County Land Development Regulation ("LDRs") a minimum transitional landscape buffer of 20 feet from the northern property boundary is required. Protection of existing native species of plant material shall be maximized wherever possible within the buffer area.
 4. Per Section 12.11.202.G.5 of the LDRs, a parking buffer consisting of continuous evergreen hedges shall be installed along the property boundaries abutting SR 66 to help mitigate visual impacts of the outdoor storage facility from the roadway.
 5. Access to the property shall only be permitted from SR 66.
3. **Excerpt from the June 9, 2026, DRAFT P&Z Minutes, and Recommendation to the BCC: "D. P&Z 2194 - IVAN BARAJAS C/O LEW CARTER & JAMES LEONARDO** Five parcels, totaling approximately 1.9 acres, located at 3810, 3818,

3822, 3904, and 3906 SR 66, Sebring, and identified by Parcel Identification Numbers C-24-35-28-020-0000-5510, C-24-35-28-020-0000-5520, C-24-35-28-020-0000-5530, C-24-35-28-020-0000-5550, and C-24-35-28-020-0000-5570.

The Applicant is requesting a change to the official Zoning Atlas from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the conditional use being an open storage lot for cars, trucks, boats, RVs/campers and the like, with an accessory office building.

Mrs. Ezell read the request into the record. Mrs. Navarrete confirmed proof of advertising requirements and noted there was one letter received against the request and no letters received in favor of the request. Agents Lew Carter and James Leonardo were present and sworn in and provided a brief description of the request.

Acting Chair Ezell opened the floor for public comment. There were no additional comments on this matter.

Motion made by Mr. Youngman and seconded by Mrs. Lopez to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2194, changing the Official Zoning Atlas for five parcels, totaling an approximate 1.9 acres, from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the conditional use being an open storage lot for cars, trucks, boats, RVs/campers and the like with an accessory office building, referencing the mandatory findings of fact and becoming effective as provided by law, subject to adoption of the proposed Future Land Use map amendment and the conditions of approval in the adopting resolution, as listed in the staff report.

Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is a change to the Official Zoning Atlas for five parcels, totaling an approximate 1.9 acres, from B-2 to B-3 CU.

All five parcels are vacant of structures and contain dense native vegetation. The Applicant is proposing to combine the properties to allow for limited commercial development.

There is a companion request under CPA-26-653SS for a Future Land Use Map Amendment from Agriculture (AG) to Commercial (C).

2. Notices to Surrounding Property Owners.

On May 22, 2026, notices were mailed to 45 surrounding property owners notifying them of the public hearings before the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	AG	B-2
Adjacent Property to the North	Vacant / Single-Family Residence (SFR)	AG	R-1 Residential District
Adjacent Property to the South	Grazing Soil	AG	AU Agricultural District
Adjacent Property to the East	Vacant	AG	B-2
Adjacent Property to the West	Vacant	AG	B-2

The proposed intensity and character of development are compatible with the surrounding area, particularly given the existing commercial zoning of the adjoining parcels along SR 66.

4. Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2050 Comprehensive Plan ("Comp Plan"):
 - Future Land Use Policies:
 - Policy 1.1, General Growth Management Strategy;
 - Policy 1.2.D.1, Agriculture (AG);
 - Policy 1.2.D.7, Commercial (C).

Zoning:

- Highlands County LDRs:
 - Section 12.05.200: AU Agricultural District;
 - Section 12.05.242: B-3 Business District;
 - Section 12.05.292: Conditional Use Districts (CU).

5. Staff Analysis:

Background:

The five parcels are part of the Orange Blossom Estates Unit 2 subdivision and are subject to vested development rights under Vesting Orders V-91-002, V-91-003 and V-91-008, which recognize development rights for use and intensity consistent with the B-2 Limited Business District, despite the AG future land use designation. The properties are currently vacant and heavily vegetated.

The subject properties are located along SR 66 within an area characterized by a mixture of rural residential, agricultural, and commercial development patterns.

Future Land Use:

The five properties currently have an Agriculture (AG) future land use designation, which typically supports low-density residential development in addition to agricultural uses. However, the vested status of the properties for use and intensity consistent with the B-2 District enables a greater intensity of development than would otherwise be permitted under the AG land use designation.

The proposed FLUM amendment aligns the future land use of the properties with the existing and proposed commercial zoning classification. The proposed open storage lot and accessory office building are consistent with the Commercial future land use provisions of the Comprehensive Plan.

Zoning:

Although the requested B-3 district typically allows a higher intensity of commercial development than the existing B-2 district, the addition of the Conditional Use overlay to regulate the permitted uses, operational characteristics and intensity of development on the property is an appropriate request to ensure the continued compatibility of the site with nearby residential properties.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Highlands County Engineering: Approved with conditions. Prior to any improvements being made to the property, the applicant shall undergo the commercial development review process, and additional requirements may be identified at that time.

Florida Department of Health: No objection. See my office for any septic system permits. Any potable wells would be permitted by either FDEP as a Public Water Supply Well, or by my office as a Limited Use Well, depending on the number of connections or number of people using the well.

Highlands County Fire Rescue: They have a water tank and dry hydrant on the plans for the property.

No Comment	No Response
Highlands County Code Enforcement	Southwest Florida Water Management District
Highlands County Road & Bridge Department	City of Sebring
	Highlands County Emergency Management
	Highlands County Economic Development
	Highlands County Natural Resources
	Highlands County Sheriff's Office
	Highlands County Building Department

2. **Planning Analysis:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject properties as mostly level with an elevation of approximately 105 feet.
2. **Soils:** The soils underlying the site are Basinger, St. Johns and Placid soils, with 0 to 2% slopes. The available water capacity is low to moderate, with a moderate to rapid permeability. Depth to the water table is about 0-12 inches. This soil is nearly level poorly drained and very poorly drained soils are in seep areas in the county. These soils have severe limitations for urban uses because of wetness. Drainage outlets, tile drainage, or mounding are necessary if onsite sewage disposal systems are installed.
3. **Surface Waters:** The subject parcels have no surface water areas.
4. **Vegetative Cover:** The parcels are densely vegetated with native plant species.

B. Zoning Analysis:

1. **Current Use of Land:** The subject properties are currently vacant and contain dense vegetation throughout.
2. **Vested Rights:** The properties are currently vested for use and intensity consistent with the B-2 Limited Business District, under the Orange Blossom Estates Unit 2 subdivision, per vesting orders V-91-002, V-91-003 and V-91-008.
3. **Current Zoning Designation:** The site has a zoning designation of B-2 Limited Business District.
4. **Current Zoning Intensity:** The current B-2 zoning of the properties allow for a maximum FAR of 0.70 for office uses, and 0.80 for other commercial uses when the future land use is Commercial.

5. **The Applicant's proposed development program:** The Applicant is proposing to combine the five parcels to develop the property for use as an open storage lot for cars, trucks, boats, RVs/campers and the like, with an accessory office building.
6. **Proposed Zoning Designation:** The proposed zoning designation is B-3 CU Business District with a Conditional Use, the Conditional Use being an open commercial storage yard with an associated office building onsite.
7. **Proposed Zoning Intensity:** The proposed B-3 CU zoning district would allow a maximum FAR of 0.70 for office uses, and 0.80 for other commercial uses with the proposed Commercial future land use.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comp Plan indicates that one of the parcels may contain Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comp Plan and Section 12.12.603 of the LDRs, the Applicant is exempt from the requirement to obtain Environmental Clearance at the time of development upon payment of the required mitigation fee.
2. **Historic Resources:** The Historic Resources Map of the Comp Plan, based on the Florida Master Site File (FMSF), indicates no known historic resources on the property.
3. **Archaeological Resources:** The Historic Resources Map of the Comp Plan, based on the FMSF, indicates no known archaeological resources on or within 300 feet of the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number 12055C0236C, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within any airport zones, as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comp Plan and regulated by Article 12, Division 3 of the LDRs.
7. **Airport Surface Areas:** The property is not located within any of the defined airport surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water (well) system, that will need to be designed to connect to a central system when one becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater (septic tank) system, that will need to be designed to connect to a central system when one becomes available.

3. **Solid Waste:** The development will need to be serviced by the County-approved refuse collection company.
 4. **Vehicular Access and Traffic Circulation:** The site has direct access to SR 66, a two-lane state-maintained road, classified as a Minor Arterial roadway.
 5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
 6. **Recreation:** The proposed development will not require the provision of recreation. A future shared bikeway trail is proposed along SR 66.
 7. **Drainage:** Storm water management will be required to comply with Section 12.13.104.F. of the LDRs and the applicable water management district regulations.
 8. **Emergency Services:** The closest staffed Fire/EMS station, Station 19 on W. George Boulevard, is about 3.6 miles or 6 minutes away, which does not meet the LOS standard of Highlands County Fire Rescue.
- E. Traffic Impacts:** Pursuant to the Highlands County Technical Standards Manual, a traffic analysis will be required at the time of development.
- F. Schools:** The proposed use is non-residential in nature. Pursuant to Florida Statutes (F.S.) 163.3177 and F.S. 163.3180, and Sections 12.13.150 and 12.13.151 of the LDRs, school concurrency will not be required.
- G. Airports:** The subject properties are located approximately 8.6 miles southwest of the Sebring Regional Airport and 12.8 miles southeast of the Avon Park Executive Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change is consistent with the patterns of existing commercial development along the SR 66 corridor and considered to be compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change is consistent with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, is not required for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change is not required to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning and Zoning Division, based on the Mandatory Findings of Fact, recommends the Board of County Commissioners to approve and adopt Resolution 25-26-145, for P&Z 2194, changing the Official Zoning Atlas for five parcels, totaling approximately 1.9 acres, from B-2 Limited Business District to B-3 CU Business District with a Conditional Use, the conditional use being an open storage lot for cars, trucks, boats, and RVs/campers, with an accessory office building, referencing the mandatory findings of fact and becoming effective as provided by law, subject to adoption of the proposed Future Land Use map amendment and the following conditions of approval:

Conditions of Approval:

- 1. The underlying or base zoning regulations for this Conditional Use shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District, Section 12.05.242 of the Code.**
- 2. Use of the Property shall be limited to an open storage lot for operable cars, trucks, boats, and RVs/campers, with an accessory office building.**
- 3. All commercial lighting on the Property must be shielded so as not to shine on adjacent properties.**
- 4. Pursuant to Section 12.11.202.B. of the Code, a minimum transitional buffer of 20 feet from the northern Property boundary is required. Protection of existing native species of plant material shall be maximized wherever possible within the buffer area.**
- 5. Pursuant to Section 12.11.202.G.5 of the Code, a parking buffer consisting of continuous evergreen hedges shall be installed along the Property boundaries abutting SR 66 to help mitigate visual impacts of the outdoor storage facility from the roadway.**
- 6. Access to the Property shall only be permitted from SR 66.**

Attachments:

- Exhibit 1: Location Map**
- Exhibit 2: Aerial Map**
- Exhibit 3: Zoning Map**
- Exhibit 4: Proposed Zoning Map**
- Exhibit 5: Site Photographs**

Exhibit 1:

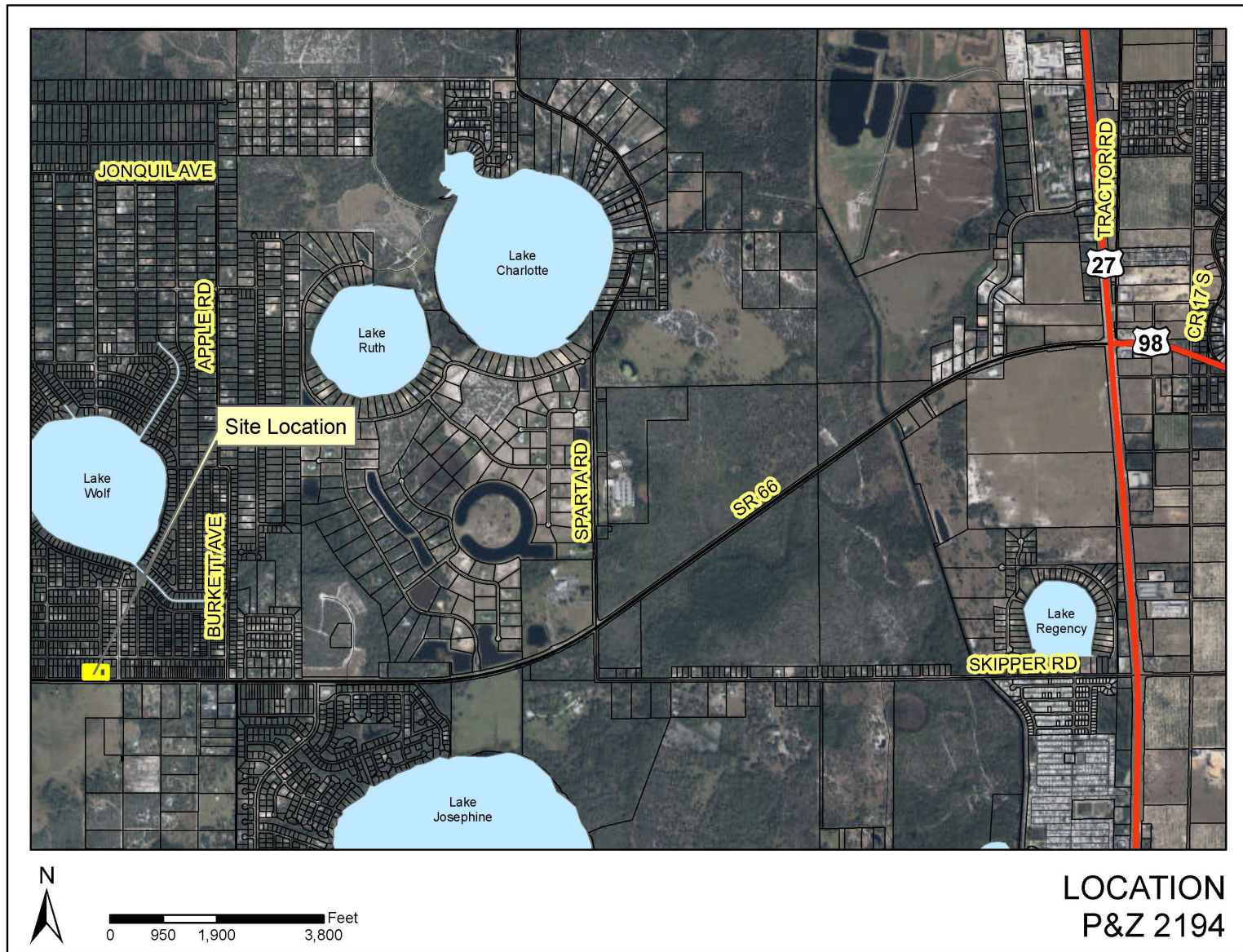


Exhibit 2:

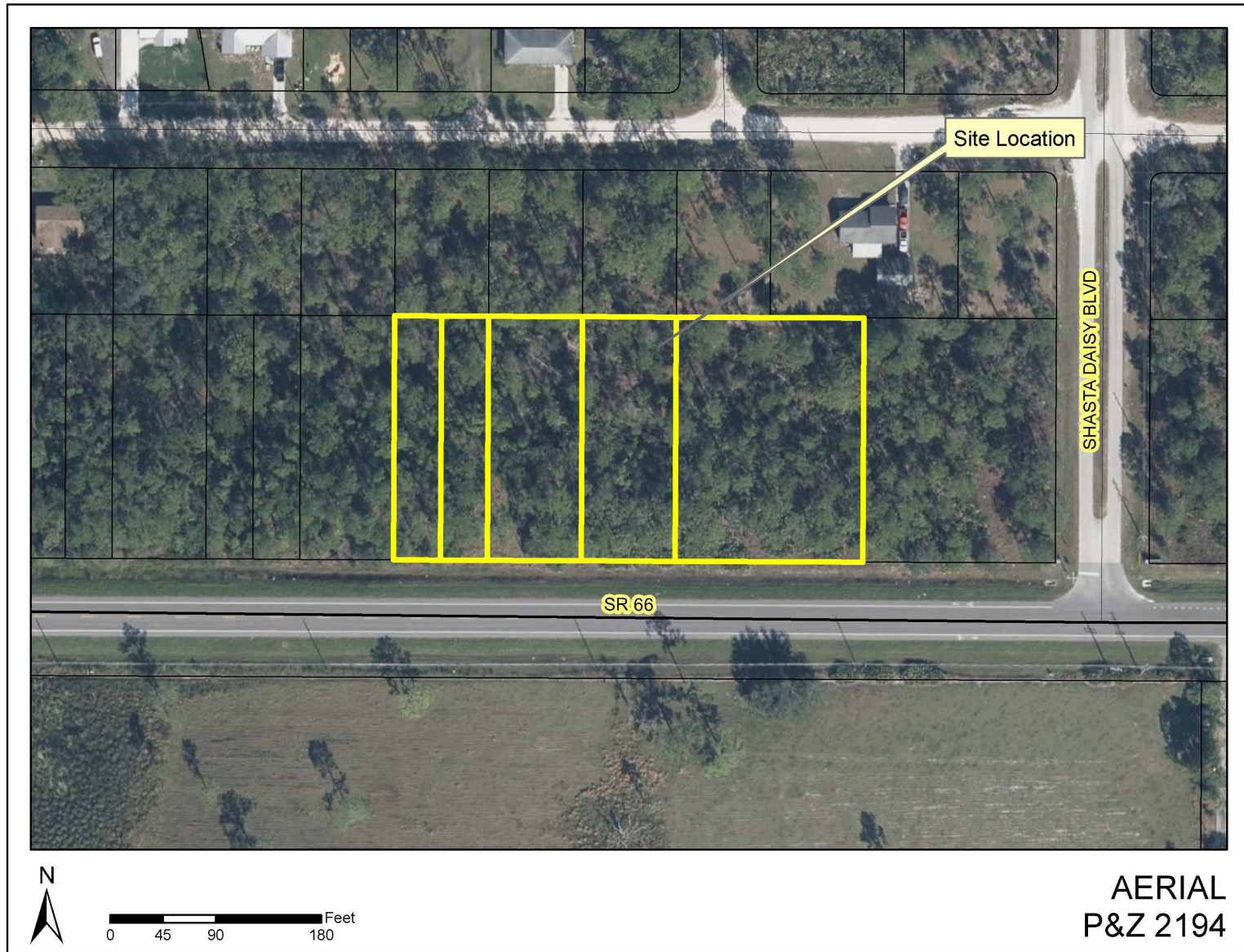


Exhibit 3:

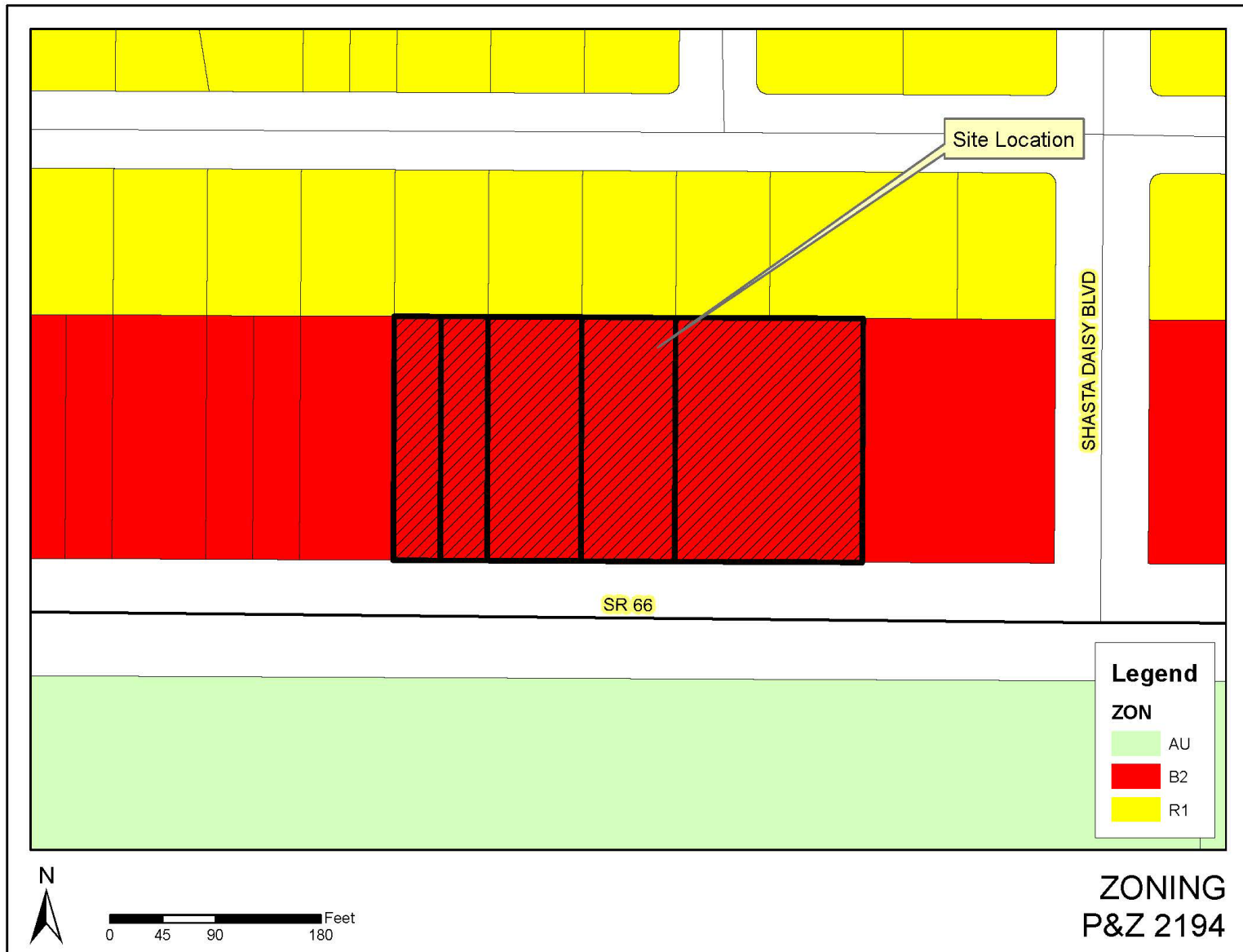


Exhibit 4:

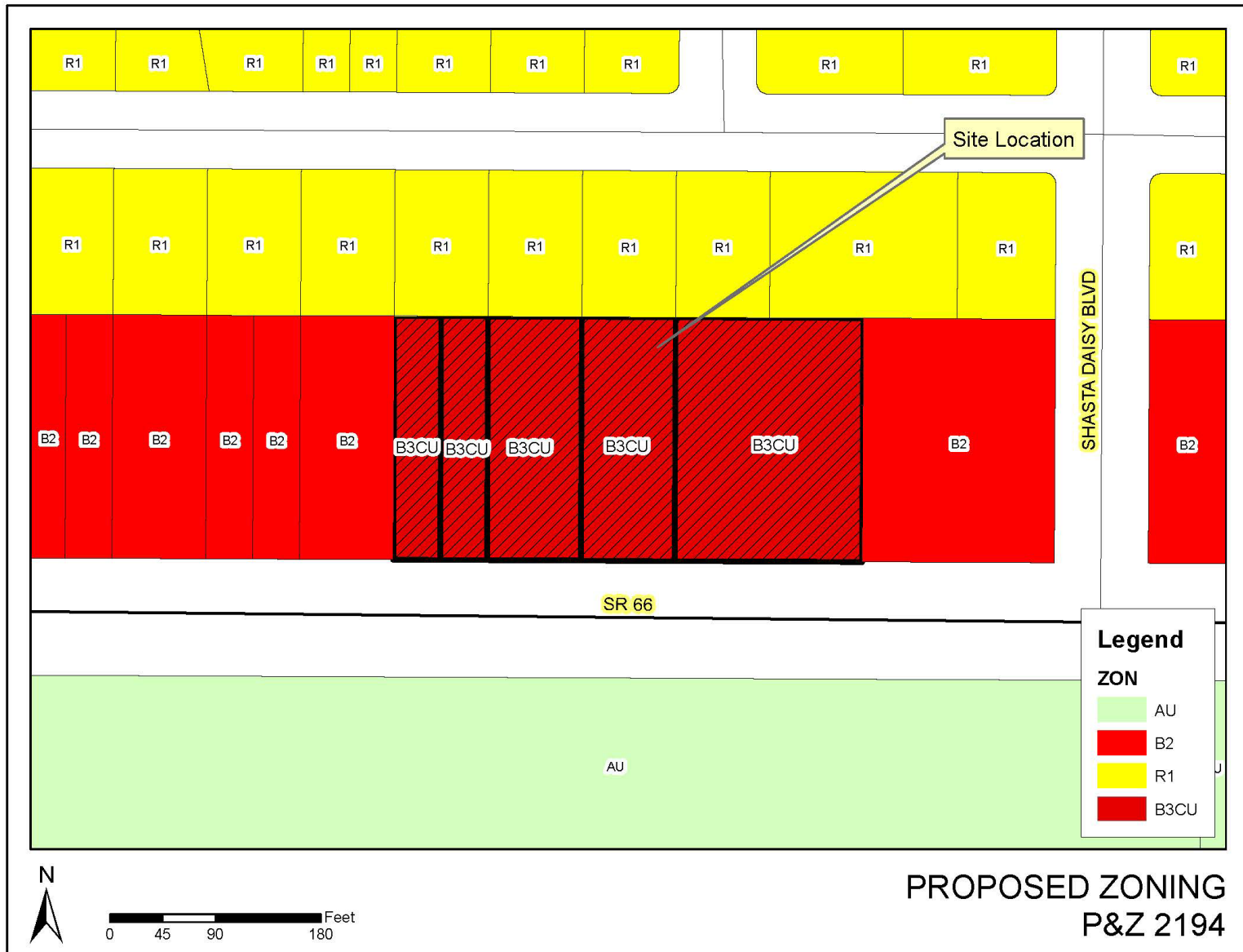


Exhibit 5:



RESOLUTION NO. 25-26-145

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-24-35-28-020-0000-5510, C-24-35-28-020-0000-5520, C-24-35-28-020-0000-5530, C-24-35-28-020-0000-5550, AND C-24-35-28-020-0000-5570; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances ("Code"), Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-24-35-28-020-0000-5510, C-24-35-28-020-0000-5520, C-24-35-28-020-0000-5530, C-24-35-28-020-0000-5550 and C-24-35-28-020-0000-5570, ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering commercial objectives; and

WHEREAS, the Highlands County Planning and Zoning Commission held a duly noticed public hearing on June 9, 2026, to review the proposed zoning change for the Property, identified by Case No. P&Z 2194; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval and adoption of the proposed zoning change, P&Z 2194; and

WHEREAS, the County finds that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2050 Comprehensive Plan ("Plan"); and

WHEREAS, the County finds that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan and Section 12.12.603 of the Code, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the proposed zoning change does not require Historical or Archaeological Clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan and Chapter 12, Article 15 of the Code; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Code regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

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

SECTION 2. APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-24-35-28-020-0000-5510, C-24-35-28-020-0000-5520, C-24-35-28-020-0000-5530, C-24-35-28-020-0000-5550, and C-24-35-28-020-0000-5570, and more particularly described as:

Lots 551, 552, 553, 554, 555, 556, 557, 558, 559, and 560, Orange Blossom Estates, Unit 2, Section 24, Township 35 South, Range 28 East, according to the Plat Book thereof, as recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

is hereby changed from B-2 Limited Business District to B-3 CU Business District with a Conditional Use.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is B-3 CU Business District with a Conditional Use.

C. At the time of development on the Property, the Property Owner, or any representative thereof, shall comply with all County Code requirements imposed during the development review process.

SECTION 3. GENERAL CONDITIONS, RESTRICTIONS, AND LIMITATIONS. This B-3 CU District shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.242, and 12.05.292, of the Code, except as expressly modified as follows:

1. The underlying or base zoning regulations for this Conditional Use shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District, Section 12.05.242 of the Code.

2. Use of the Property shall be limited to an open storage lot for operable cars, trucks, boats and RVs/campers, with an accessory office building.
3. All commercial lighting on the Property must be shielded so as not to shine on adjacent properties.
4. Pursuant to Section 12.11.202.B, of the Code, a minimum transitional landscape buffer of 20 feet from the northern Property boundary is required. Protection of existing native species of plant material shall be maximized wherever possible within the buffer area.
5. Pursuant to Section 12.11.202.G.5, of the Code, a parking buffer consisting of continuous evergreen hedges shall be installed along the Property boundaries abutting SR 66 to help mitigate visual impacts of the outdoor storage facility from the roadway.
6. Access to the Property shall only be permitted from SR 66.

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

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to P&Z 2194, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption of Highlands County Ordinance 25-26-18, adopting a small-scale comprehensive plan amendment, CPA-26-653SS, changing the land use designation on the Property from Agriculture (AG) to Commercial (C).

Signatures on the following page.

DONE AND ADOPTED, this 21st day of July, 2026.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Don Elwell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

Highlands County, Florida
Zoning Change Application

Zoning change from: B2
Zoning change to: B3 - Conditional Use - Open Storage

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY:

Project #

P&Z Hearing Number: 2194 Date of Application: 4/15/2026
Amount of Fee: \$ 1,500 Receipt No.: _____ Tax Map No.: 50-D
Hearing Dates: LP: _____ P&Z: 6/9/2026 BCC: 7/21/2026

This application has been reviewed for completeness and determined sufficient:

Melony Clepper
Zoning Supervisor

4/22/2026
Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

- Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
Print Name: Ivan Barajas, LLC/Ivan Barajas
Mailing Address: 2006 Fairmount Court, Sebring, Florida 33870
Telephone No.: 863-840-0308 E-Mail Address: _____
- Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
Print Name: Lewis Carter and/or James Leonardo
Mailing Address: 3701 Grand Concourse, Sebring, Florida 33875
Telephone No.: 863-381-2996 E-Mail Address: _____

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
 - ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.
3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See Attached

4. **Strap No.(s) of Property Covered by Application:** Total of 5 properties:
STRAP #: C- 24 - 35 - 28 - 020 - 0000 - 5570 STRAP #: C- 24 - 35 - 28 - 020 - 0000 - 5550
STRAP #: C- 24 - 35 - 28 - 020 - 0000 - 5530 STRAP #: C- 24 - 35 - 28 - 020 - 0000 - 5520
Strap #: C-24-28-020-0000-5510
5. **Street Address(es) of Property Covered by the Application:**
3810/3818/3822/3904/3906 State Road 66, Sebring, Florida 33875

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: B2 Existing Land Use Classification: AG
Are the Zoning and Comprehensive Plan Consistent? ☒ Consistent ☐ Not Consistent
7. Existing Property Information: Size of Property (width) ±400 feet, (depth) ±208 feet, street frontage ±400 feet, water frontage none feet, Total acres ±2.0 acres
If different from the total acreage, the upland, or developable portion is _____ +/- acres.
8. Are there existing structures on the property? ☐ Yes ☒ No If Yes, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? N/A
- _____
- _____
- _____
- If multiple units, the number of dwellings per building/number of buildings: _____
9. Is the property located within the Lake Placid Regional Plan (LPRP) area? ☐ Yes ☒ No If yes, please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.
10. Vesting: Is the property vested for specific property rights? ☐ Yes ☒ No If Yes, list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc.): _____
11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose name and when? _____
- _____
12. Is this hearing being requested as a result of a code violation notice? ☐ Yes ☒ No If Yes, explain. _____
- _____

13. Information on the Adjacent Properties:

	Existing Uses	FLUM Designations	Zoning Districts
North	Vacant	AG	R1
South	Vacant	AG	AU
East	Vacant	AG	B2
West	Vacant	AG	B2

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): The owner is wanting to put in an outdoor storage lot for cars, trucks, boats, RV's/campers, etc with accessory office.
15. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable): ±1,000 square feet
16. Proposed Development Standards (if applicable):
- A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
- B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building ±1,000 sq f divided by Parcel size ±83,201 = FAR ±1.2 %

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. Potable Water: The proposed development will be served by an off-site central potable water system. ☐ Yes ☒ No
If Yes, the potable water system requirements will be accommodated by the _____ water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

- The facility has the designed capacity for pumping and treating _____ gpcd.
- The facility has a permitted capacity for _____ gpcd.
- The facility has an average demand or committed capacity for _____ gpcd.
- The facility has an excess capacity of _____ gpcd.
- This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. IB **Applicant's Initial**

18. Wastewater Treatment: The proposed development will be served by an off-site central wastewater treatment system. ☐ Yes ☒ No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

- The facility has the designed capacity for pumping and treating NA gpcd.
- The facility has a permitted capacity for NA gpcd.
- The facility has an average demand or committed capacity for NA gpcd.
- The facility has an excess capacity of NA gpcd.
- This proposed development will require approximately NA gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. IB **Applicant's Initial**

19. Surface Drainage: I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒ Yes ☐ No IB **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. Solid Waste Disposal: The proposed development will be served by the Waste Connections refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. Recreation and Green Space: The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: _____
N/A

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. Military Airport Zones (MAZ): Is this property located in an MAZ? ☐ Yes ☒ No

If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III NA.

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. Owner's Affidavit: Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. Agent's Affidavit: Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. Map Properties within 500 Feet: Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. List of Property Owners: List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. Land Survey: A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent: A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. Surrounding Property Owners: Have you discussed this rezoning request with the surrounding property owners? ☐ Yes ☒ No

30. Contract to Sell: Is this property under contract to sell contingent on the rezoning? ☐ Yes ☒ No

END OF APPLICATION

ATTACHMENTS:

- 1) Owner's Affidavit(s) or Corporation Affidavit
- 2) Agent's Affidavit(s)
- 3) Notarized authorization from each owner, as applicable (Form A)
- 4) Notarized authorization for agent to submit petition, as applicable (Form B)
- 5) Public Utility Information Request Format
- 6) Application Due Dates
- 7) Fee Schedule

FULL LEGAL DESCRIPTION FOR STATE ROAD 66 – BARAJAS PROPERTY

LEGAL DESCRIPTION for 3810 STATE ROAD 66, SEBRING

Lots 557, 558, 559 and 560, of ORANGE BLOSSOM ESTATES, UNIT No. 2, according to the Plat thereof, as recorded in Plat Book 5, at Page 3, of the Public Records of Highlands County, Florida, LESS road right of way.

Parcel Identification Number: C-24-35-28-020-000-5570

LEGAL DESCRIPTION for 3818/3822/3904/3906 STATE ROAD 66, SEBRING

Lots 551, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5510

Lots 552, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5520

Lots 553, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5530 included Lot 554

Lots 554, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5530 included Lot 553

Lots 555, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5550 included Lot 556

Lots 556, Less road right-of-way, Orange Blossom Estates Unit 2, according to the plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Highlands County, Florida.

Parcel Identification Number: C-24-35-28-020-0000-5550 included Lot 555

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Tanya Cannady, Business Services Director

Subject/Title: Public hearing to consider adoption of Preliminary Resolution 25-26-152 pertaining to the re-imposition of the solid waste special assessment.

Statement of Issue

Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment, authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County. The current annual residential solid waste assessment rate is \$236.36. The proposed rate for Fiscal year 26-27 is \$280.56.

Recommended Action

Move to approve Preliminary Resolution 25-26-152 pertaining to the re-imposition of the solid waste special assessment.

Fiscal Impact

The fiscal impact is a proposed increase in the assessment to \$280.56 which would be an increase of approximately \$1,829,261 in assessment revenue for Fund 401 (Solid Waste) based on the current residential unit count.

Attachments:

1. Prelim SW tear sheet and affidavit
2. Resolution 25-26-152 Preliminary Solid Waste assessment.SGS

STATE NEWS

South Florida’s Palm Beach airport renamed President Donald J. Trump International

WEST PALM BEACH (AP) — A South Florida airport officially changed its name on Thursday to the President Donald J. Trump International Airport.

Signs for the Palm Beach International Airport have been removed, while new signage goes up.

“Because an entire airport transformation doesn’t happen overnight, you’ll notice a combination of both our classic look and our new brand elements coexisting while traveling through the terminal over the next several weeks,” airport officials said in a Facebook post.

“Trump Force One,” a Boeing 757 owned by The Trump Organization, was the first plane

to arrive at the airport under its new name, shortly after 5 a.m. The president’s son, Eric Trump, was one of the passengers. The Trump family regularly uses the West Palm Beach airport when they visit President Donald Trump’s Mar-a-Lago home in nearby Palm Beach. A stretch of road from the airport to Trump’s estate was renamed Donald J. Trump Boulevard earlier this year.

“There is no person who has done more for Florida and our country, and no one more deserving of this incredible honor,” Eric Trump posted on X. “As a son, and someone who flies out of this airport nearly every day, I will forever be proud to see the initials

‘DJT’ on my boarding pass.”

While the name change took effect Thursday, the three-letter airport code will change from PBI to DJT on Aug. 18.

President Trump later praised the renaming of the airport in a post on his social media platform Truth Social.

“A very big day in Palm Beach, Florida, where it was my Great Honor to have the Palm Beach International Airport be renamed, by a spectacular vote, The President Donald J. Trump International Airport. The Area is HOT, the Location is GREAT, and the Renovation will be SPECTACULAR. Thank you to all in Palm Beach for your

Vote and your Confidence,” he wrote in part, calling it “one of the Greatest and Most Spectacular Airports anywhere in the World!”

Florida Gov. Ron DeSantis signed legislation earlier this year that made the name change possible. Changing the airport’s name is expected to cost as much as \$5.5 million for new signs, branding and other updates.

Keegan Collett, who was departing the airport Thursday morning on his way to Cincinnati, said he was surprised to see the new name. He said he doesn’t think Trump deserves to have an airport named after him but isn’t necessarily bothered by it.

“At the end of the day,



CODY JACKSON/AP PHOTO

Airport visitors drive under a sign displaying the name of the rebranded Donald J. Trump International Airport in West Palm Beach, Fla., Thursday, July 9, 2026.

it’s just the name of an airport,” Collett said. “There’s bigger things. I feel like it’s just more of a distraction. Why even worry about it?”

In Dandridge, Tennessee, on Thursday morning, Treasury Sec-

retary Scott Bessent, U.S. Senators Marsha Blackburn and Bill Hagerty and Representative Tim Burchett attended a ceremony to rename the I-40 Bridge in East Tennessee to the Donald J. Trump Bridge.

Suspect who exposed himself in Polk Walmart arrested

SPECIAL TO THE HIGHLANDS NEWS-SUN
Provided by Polk County Sheriff’s Office

County Sheriff’s Office published a Crime Stoppers video on social media seeking the public’s help to identify an older adult white male

suspect who exposed himself to a 5-year-old little girl at the Mulberry Walmart on July 6.

On July 9, the Polk County Sheriff’s Office

received an anonymous Crime Stoppers tip with this information: ‘The suspect is David Hicks who did the same thing in Toccoa, Georgia.’

Detectives looked at Hicks’ photo and he allegedly looked exactly like the suspect seen in the surveillance video.

Thursday at around 1 p.m. detectives responded to Hicks’ home, in Lakeland, and took him into custody.

Detectives learned that Hicks, 62, is the younger brother of Thomas Hicks, who was arrested during Operation Polk Around and Find out/Operation Child Protector VIII. Thomas Hicks has been playing Santa Claus in Lakeland for years. He is still in the Polk County Jail with several felonies, including human trafficking.

David Hicks’ criminal history is as follows:

- 1991 — arrested in Anderson, South Carolina, for indecent exposure; fined.
- 1992 — arrested in Toccoa, Georgia, for indecent exposure; no disposition.
- 1996 — arrested in

Escambia County, Florida, for indecent exposure; sentenced to three months in jail.

- 1998 — arrested in Toccoa, Georgia, for indecent exposure; nolle prosequere.
- 1998 — arrested twice in Toccoa, Georgia, for child molestation; one charge was nolle prosequere, and one charge resulted in adjudication withheld, five years probation.

Hicks refused to speak with PCSO detectives Thursday afternoon, at which time he was charged with: one count indecent exposure, one count lewd exhibition, and one count exposure of sexual organs.

If you believe you are a victim of David Hicks, or have witnessed him exposing himself, contact the Polk County Sheriff’s Office at 863-298-6200.

Arrests are not proof of guilt; people are innocent until proven guilty.

NOTICE OF PUBLIC HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS FISCAL YEAR 2026-27

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider an increase in the Solid Waste Special Assessment for the provision of solid waste collection and related services, facilities and programs within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 2026.

The public hearing will be held on Tuesday, July 21, 2026, at 9:00 a.m., or as soon thereafter as possible, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. All affected property owners have the right to appear at the public hearing and to file written objections with the Board of County Commissioners within ten (10) days of the publication of this notice. Written objections should be sent to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Avenue, Sebring, FL 33870.

The estimated total revenue expected to be collected from the Solid Waste Special Assessment for the Fiscal Year beginning October 1, 2026, is \$11,611,256.

The Solid Waste Special Assessments will appear on the annual tax bill and will be collected by the Tax Collector, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title to the property.

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

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2026:

Solid Waste Assessment Rates	
Property Category	Rate Per Dwelling Unit
Residential	\$280.56

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

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual’s disability status. This non-discriminatory policy involves every aspect of the Board’s functions, including one’s access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Florida Statutes, Section 286.26, should contact Human Resources, ADA Coordinator at 863-402-6509 (Voice) Via Florida Relay Service 711, by e-mail: HRmanager@highlandsfl.gov, or in person at 600 S. Commerce Avenue, Sebring, FL 33870. Request for Communication Access Realtime Translation (CART) or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Man fatally hit by CSX train Thursday night

SPECIAL TO THE HIGHLANDS NEWS-SUN
Provided by Polk County Sheriff’s Office

The Polk County Sheriff’s Office is conducting a death investigation after a man was fatally hit by a CSX train Thursday night, July 9.

Deputies were dispatched to the railroad tracks northeast of the intersection of 2nd Street North and 2nd Eloise Terrace in Winter Haven at approximately 8:20 p.m.

The victim, a 37-year-old man who appears to be homeless, was found deceased with blunt force trauma to his head, shoulder and

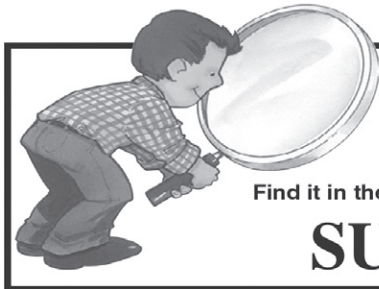
back.

The investigation determined that the CSX train departed from Auburndale and was traveling southbound towards Lake Wales at about 35 mph.

The train’s engineer saw the man walking southbound along the left side of the train tracks. The train’s horn was used to warn the man of the advancing train, but he continued to walk along the tracks and did not acknowledge the train.

An autopsy will be performed at a later date.

Efforts are ongoing to locate and notify the next of kin. The investigation is ongoing.



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SUN  **NEWSPAPERS**

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN

Published Daily

SEBRING, HIGHLANDS COUNTY, FLORIDA

**Case No.: NOTICE OF PUBLIC HEARING BEFORE THE BOARD
OF COUNTY COMMISSIONERS OF HIGHLANDS
COUNTY, FLORIDA PERTAINING TO THE FIRE
ASSESSMENT FISCAL YEAR 2026-27**

**STATE OF FLORIDA,
COUNTY OF HIGHLANDS**

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

JULY 12, 2026

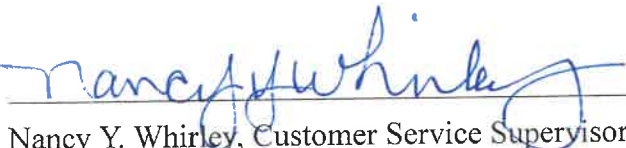
Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 13th day of July, 2026
by Janet Emerson, who is personally known to me.



Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555

Notary expires: July 26, 2026



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

RESOLUTION NO. 25-26-152

(Preliminary Solid Waste Assessment Fiscal Year 2026-27)

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

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

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

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

WHEREAS, the County has determined that it is in the best interest of its residential citizens for it to update the assessment roll and revise and re-impose the solid waste assessment for the Fiscal Year beginning October 1, 2026; and

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

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

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

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

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

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

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

SECTION 6. Residential Solid Waste Assessment Schedule. The following table reflects the proposed residential solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2026:

Solid Waste Assessment Rates	
Property Category	Rate Per Dwelling Unit
Residential	\$280.56

SECTION 7. Assessment Roll.

A. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary assessment roll for the Fiscal Year commencing October 1, 2026. The assessment roll shall include all Benefitted Assessed Property located within the boundaries described in Section 3 hereof.

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

SECTION 8. Authorization for Public Hearing. There is hereby established a public hearing to be held at 9:00 a.m., on August 18, 2026, in the Commission Chambers of the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring Florida, 33870, at which time the County will receive and consider any comments from the public and affected property owners and consider imposing the final solid waste assessment for the Fiscal Year commencing October 1, 2026, collecting such assessments imposed on Benefitted Assessed Property within the County on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 9. Notice by Publication. The County Administrator, or designee, shall publish notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 8.5-46 of the County Code. The notice shall be published no later than at least 20 days prior to public hearing August 18, 2026, in substantially the form attached hereto as **Exhibit “B”**.

SECTION 10. Method of Collection. It is hereby declared that the solid waste assessment re-imposed on Benefitted Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2026.

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

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

SECTION 13. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

SECTION 15. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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

[Signatures on Following Page]
PASSED AND ADOPTED this _____ day of _____ 2026.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

ARLENE TUCK, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”

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

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

Exhibit “B”

(To be published no later than July 29, 2026)

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

Notice is hereby given that the Highlands County Board of County Commissioners will conduct a public hearing to consider the final re-imposition of the Solid Waste Special Assessment for the provision of solid waste related services, facilities and programs within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 2026.

The public hearing will be held on Tuesday, August 18, 2026, at 9:00a.m., or as soon thereafter as possible, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

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

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

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

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2026:

Solid Waste Assessment Rates	
Property Category	Rate Per Dwelling Unit
Residential	\$280.56

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

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

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

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Laura Borgesi, County Engineer, PE, PSM, MPA

Subject/Title: 1. Request adoption of Resolution 25-26-137 approving the grant agreement with the Florida Department of Environmental Protection for the Highlands County Master Stormwater Plan and Thunderbird Road Drainage Improvements, Project Number 25050

2. Request adoption of Resolution 25-26-148 for Budget Amendment 25-26-103 (\$1,322,500.00)

Statement of Issue

Attached for your review and approval is the FDEP Highlands County Master Stormwater Plan & Thunderbird Road Drainage Improvements Grant #LO213 and resolution 25-26-137 authorizing the Chairman of the Board to execute said Agreement for Highlands County Project Number 25050. Due to existing collapsed drainage pipes the conveyance of stormwater within Highlands County has been reduced, causing structural flooding. Highlands County intends to create a master stormwater plan to identify needs for construction of water quality and quantity features to better control stormwater conveyance and reduce total maximum daily loads (TMDL), mainly nitrogen and phosphorous, from entering the watershed. The project will reduce ongoing maintenance costs, provide risk reduction from flooding, and provide a vision for future drainage projects.

The Board Attorney has reviewed and approved the FDEP Highlands County Master Stormwater Plan & Thunderbird Road Drainage Improvements and accompanying resolution. Donald Carey, PE, Assistant County Engineer – Stormwater is the project manager for this project under the direct supervision of the County Engineer.

Recommended Action

Move to adopt Resolution 25-25-137 to approve the Highlands County Master Stormwater Plan & Thunderbird Road Drainage Improvement Grant #LO213 as well as adopt Resolution 25-26-148 for Budget Amendment 25-26-103.

Fiscal Impact

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) and will be appropriated in Cost Center 4102A (Transportation Projects), Project 25050 (Master

Stormwater Plans & Thunderbird Drainage Improvements) in the amount of \$1,322,500.

Attachments:

1. Res. 25-26-137.FDEP Grant Agreement #L0213.mlw.sgs- print
2. 25-26-103 Proj 25050 Mstr Stormwater Plan & Thndrbd Drainage Imp. (BA)
3. 25-26-103R Proj 25050 Mstr Stormwater Plan & Thndrbd Drainage Imp
(Resolution)

RESOLUTION NO. 25-26-137

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO HIGHLANDS COUNTY MASTER STORMWATER PLAN AND THUNDERBIRD ROAD DRAINAGE IMPROVEMENTS GRANT AGREEMENT NO.: L0213 WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") ; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County applied for a grant from the FDEP seeking funding for the Highlands County Master Stormwater Plan and Thunderbird Road Drainage Improvements Project ("Project"); and

WHEREAS, FDEP has awarded funding to Highlands County for its Project in accordance with Agreement No.: L0213; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDEP and to accept the funding awarded.

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

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

SECTION 2. Approval of Authorization to Execute. FDEP Grant Agreement No.: L0213, attached hereto as **Exhibit "A"**, for funding associated with the Project is hereby approved and the Chairperson, or Vice-Chairperson, is authorized to execute the same on behalf of the County.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to FDEP Grant Agreement No.: L0213, for the Project approved hereby, as

well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 21st day of July, 2026.

HIGHLANDS COUNTY, FLORIDA

By: _____
Don Elwell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”

Grant Agreement No.: L0213
Highlands County Master Stormwater Plan and
Thunderbird Road Drainage Improvements

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Highlands County Master Stormwater Plan & Thunderbird Road Drainage Improvements **L0213**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Highlands County** Entity Type: **Local Government**

Grantee Address: **600 S. Commerce Ave., Sebring, FL 33870** FEID: **59-6000655**

(Grantee)

3. Agreement Begin Date: **July 01, 2025** Date of Expiration: **September 30, 2029**

4. Project Number: Project Location(s): **Lat/Long: (27.5000, -81.4938)**
(If different from Agreement Number)

Project Description: **The Grantee will create a master stormwater plan to improve flooding conditions and water quality issues and will construct the Thunderbird Road drainage improvements including replacement of an existing drainage system that has failed.**

5. Total Amount of Funding: \$ 1,322,500.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WSPSTF	\$ 1,322,500.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 1,322,500.00

6. Department's Grant Manager Name: Wren McClure or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3505 Tallahassee, FL 32399-3000 Phone: 850-245-2071 Email: Wren.McClure@FloridaDEP.gov	Grantee's Grant Manager Name: Laurie Hurner or successor Address: 600 S. Commerce Ave. Sebring, FL 33870 Phone: 863-402-6877 Email: lhurner@highlandsfl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Highlands County

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Don Elwell, Chairperson

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Wren McClure, DEP Grant Manager

Nathan Jagoda, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0213**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Highlands County Master Stormwater Plan & Thunderbird Road Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Highlands County Master Stormwater Plan & Thunderbird Road Drainage Improvements.

PROJECT LOCATION: The Project will be located in Highlands County; Lat/Long (27.5000, -81.4938).

PROJECT BACKGROUND: Due to existing collapsed drainage pipes the conveyance of stormwater within Highlands County (Grantee) has been reduced, causing structural flooding. The Grantee intends to create a master stormwater plan to identify needs for construction of water quality and quantity features to better control stormwater conveyance and reduce total maximum daily loads (TMDL), mainly nitrogen and phosphorous, from entering the watershed. The project will reduce ongoing maintenance costs, provide risk reduction from flooding, and provide a vision for future drainage projects.

PROJECT DESCRIPTION: The Grantee will create a master stormwater plan to improve flooding conditions and water quality issues and will construct the Thunderbird Road drainage improvements including replacement of an existing drainage system that has failed.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Study

Deliverables: The Grantee will complete a study to create a master stormwater plan for Highlands County. The work will include analyses and hydraulic modeling of problem areas previously identified in watershed studies conducted and partnered with Southwest Florida Water Management District (SWFWMD). Activities necessary to complete the study include:

- Hydraulic modeling of problem areas
- Topographic surveys
- Analyses of potential land acquisitions
- Recommendations for future stormwater projects

Documentation: The Grantee will submit a summary report containing the information and/or data completed to date as described in the Deliverables. For the final documentation, the Grantee will also submit a final master stormwater plan for Highlands County.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Thunderbird Road drainage improvements and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Deliverables: The Grantee will construct Highlands County Master Stormwater Plan & Thunderbird Road Drainage Improvements in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

DIRECT PAYMENT: For those grant agreements for which direct payment is approved, the reference to "payment" in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Study	Contractual Services	\$750,000	07/01/2025	03/31/2029
2	Preconstruction Activities	Contractual Services	\$30,000	07/01/2025	03/31/2029
3	Construction	Contractual Services	\$542,500	07/01/2025	03/31/2029
Total:			\$1,322,500		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$1,322,500.00	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$1,322,500.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

July 8, 2026

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 6/25/2026SUBMITTED BY: Laura A. Borgesi, PE, PSM ,MPA,
County Engineer

FUND(S): 151 FUND TITLE(S): Infrastructure Surtax COST CENTER(S) #: 4102A
Master Stormwater Plan & Thunderbird
 PROJECT(S) #: 25050 PROJECT TITLE(S): Drainage Imp. COST CENTER TITLE(S): Transportation Projects
 *list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	PROJECT	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3343600Z	Proj Stormwater	25050	0.00	1,322,500.00		1,322,500.00
E	151	4102A	56301Z	Project Captital Infrastructure	25050	0.00	1,322,500.00		1,322,500.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: This Budget Amendment is necessary to allocate funds to set up a budget for Project 25050 and appropriate \$1,322,500.00 in funding from the Florida Department of Environmental Protection (FDEP).

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 25-26-103

TRANSFER TYPE:

____ Approval
 ____ Denial

ACTION:

Board _____ Approved _____ Denied _____
 County Administrator _____ Approved _____ Denied _____

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 10/24/2025

RESOLUTION NO. 25-26-148

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 25-26-103 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 25-26-103 is hereby approved and authorized to appropriate funding from Florida Department of Environmental Protection (FDEP) for Project 25050 Master Stormwater Plan & Thunderbird Rd. Drainage Improvements in the amount of \$1,322,500.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 21st day of July 2026.

HIGHLANDS COUNTY, FLORIDA

By: _____
Don Elwell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Brandon Gunn, Parks & Facilities Director

Subject/Title: Request direction related to the Town of Lake Placid's request to amend the Interlocal Agreement related to the construction of pickleball courts at Lake June Park.

Statement of Issue

At the recommendation of the Highlands County Recreation & Parks Advisory Committee, an Interlocal Agreement was entered into between Highlands County and the Town of Lake Placid on February 4, 2025, whereby the County agreed to provide \$299,274.00, from its Infrastructure Surtax Fund to assist the Town in constructing pickleball courts, paving, parking, drainage and path connectivity at Lake June Park. Additional funding for this project is being provided by a State of Florida Recreation Development Assistance Program ("FRDAP") grant in the amount of \$200,000.00 and Town funds earmarked in the approximate amount of \$200,000.00. The Town now seeks to reduce the scope of the project and extend the expiration date of the Interlocal Agreement. Should the Board approve these changes, the February 4, 2025, Interlocal Agreement will need to be amended. Due to time constraints related to the FRDAP grant, the Town is requesting that the County approve the reduction in scope of the project but keep the funding amount the same, extend the expiration date of the Interlocal Agreement, give authority to the County Attorney and County Administrator to negotiate the amendment and authorize the County Administrator to execute the same.

Recommended Action

N/A

Fiscal Impact

Fiscal Impact to Fund 151 (Infrastructure Surtax), CC 6101A (Recreation Dept 151), Account 58100Z (Aid To Government Ag Proj), Project 23110 (Lake June Park Phase 3) is undetermined.

Attachments:

1. Request from Town of Lake Placid



Town of Lake Placid

1069 U.S. 27 North, Lake Placid, Florida 33852

SUPPLEMENTAL INFORMATION — TOWN OF LAKE PLACID REQUEST FOR AMENDMENT TO RPAC AGREEMENT, PROJECT NO. 23110 (LAKE JUNE PARK PICKLEBALL COMPLEX)

Procedural History and Request

On July 13, 2026, Town of Lake Placid staff and legal counsel met with Highlands County staff and legal counsel regarding the RPAC-funded Lake June Park pickleball project (the "Project"). The Project is funded by three sources: a Highlands County RPAC grant in the amount of \$299,274.00 (Project No. 23110, the "Agreement," executed February 4, 2025); a Florida Recreation Development Assistance Program grant in the amount of \$200,000.00 (FRDAP Agreement No. P5031); and Town funds earmarked in the approximate amount of \$200,000.00, for total Project funding of \$699,274.00. The Town has expended approximately \$87,000.00 in Project development costs to date.

The Town's Invitation to Bid matches the original scope under the Agreement, with four exceptions:

1. Parking improvements are reduced to pervious parking areas, except for the required ADA space.
2. No paving improvements will be made to existing parking areas.
3. Drainage improvements will serve the new pickleball courts, with no new drainage to the boat ramp at Lake June.
4. The separate pedestrian pathway connecting to Tangerine Drive is removed.

The outline comparison is below. The removed elements are not requirements of the FRDAP Agreement, which requires the eight lighted courts, and the Town believes the revised scope remains consistent with the intent of the Agreement.

The Town Council authorized a Invitation to Bid on July 13, 2026. Bids close August 11, 2026, with award anticipated August 17, 2026 and construction to be completed within 120 days of notice to proceed.

Authorization Requested

The Town respectfully requests that the Board of County Commissioners approve an amendment to the Agreement providing as follows:

1. Approval of the revised scope as reflected in the Scope of Bid below, retaining the full RPAC grant amount of \$299,274.00; and

2. Extension of the termination date of the Agreement from February 2, 2027, to April 30, 2027, to coincide with the Project Completion Date under the FRDAP Agreement.

Original Scope

1. Eight (8) pickleball courts
2. Court lighting
3. Paving improvements
4. Paved and pervious parking areas
5. Drainage improvements serving the boat ramp, ball fields, playground, and the new pickleball courts
6. A pedestrian pathway connecting to Tangerine Drive at the Lake June Park Sports Complex
7. Four (4) Cabanas and picnic tables – these items were included in the RPAC application but *not* included in the interlocal.

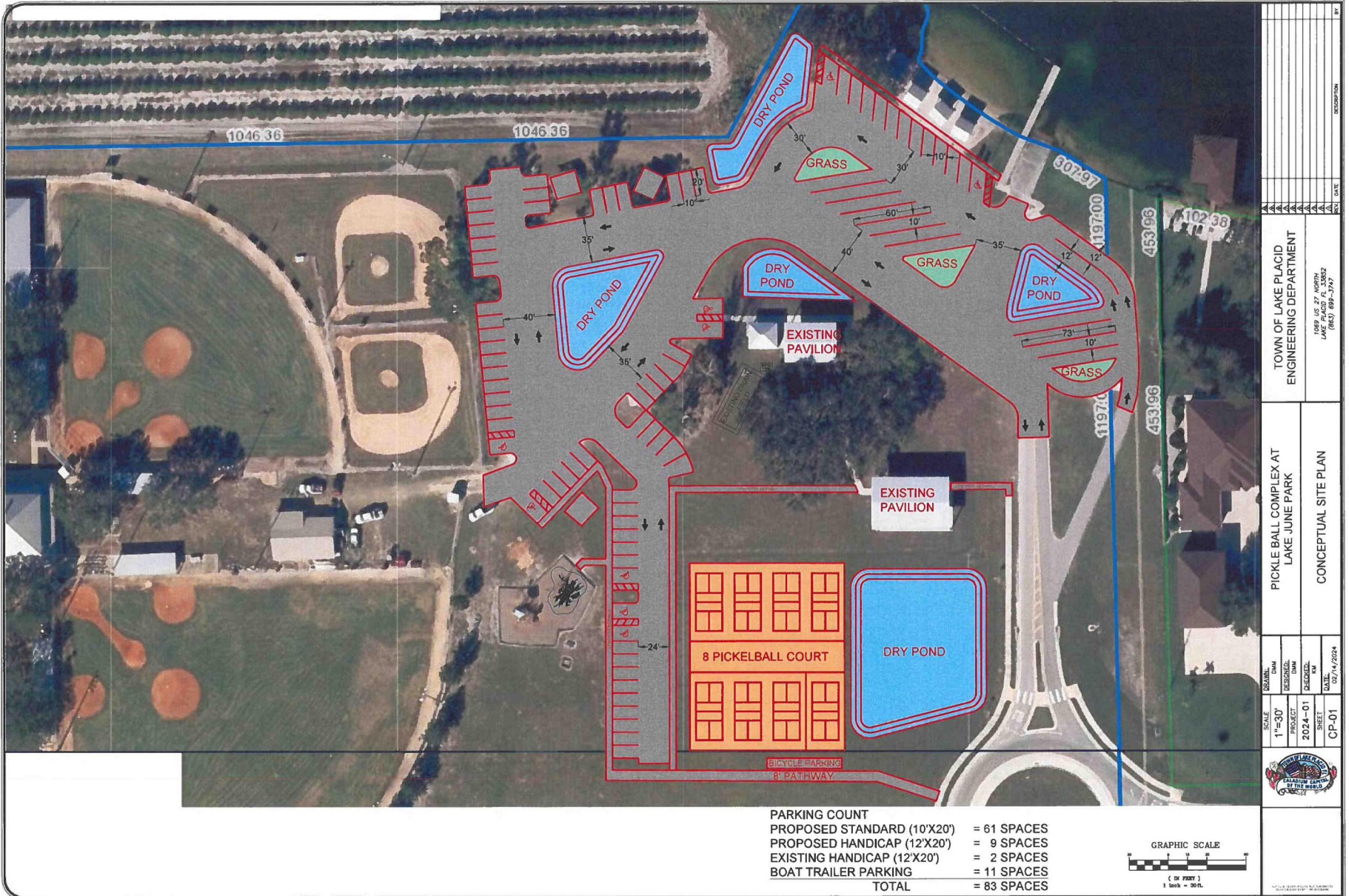
Scope of Bid

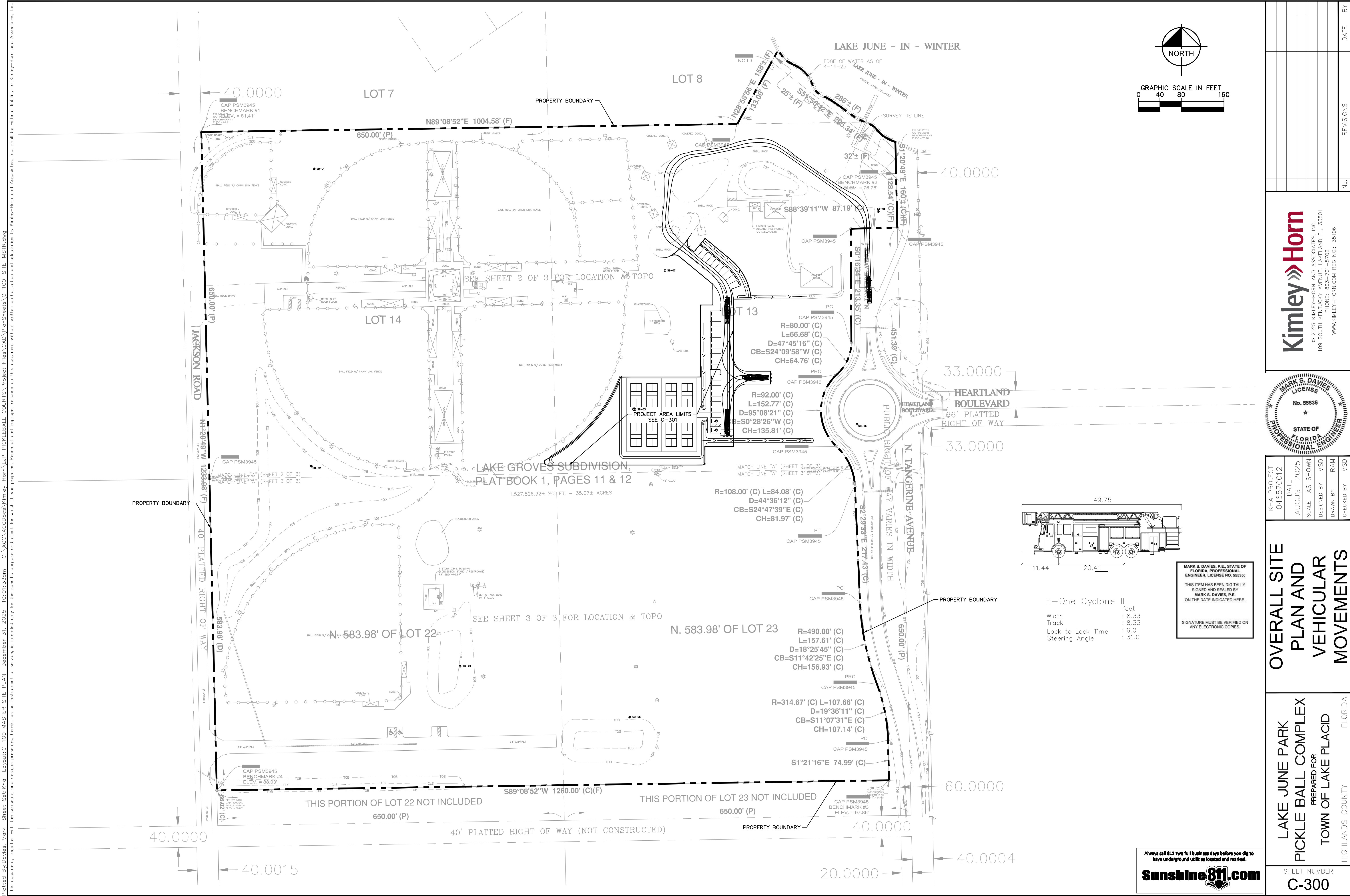
1. Eight (8) pickleball courts
2. Court lighting
3. Pervious parking areas only, except for required ADA spaces
4. No paving improvements to existing parking areas
5. Drainage improvements serving the new pickleball courts; no new drainage to the boat ramp at Lake June
6. No separate pedestrian pathway connecting to Tangerine Drive
7. No cabanas or picnic tables.

Thank you for your consideration and attention to this matter.

Enclosures: Original site plan with RPAC application
Current bid site plan

P:\Lake June Park Phase II\DWG\Lake June Phase II.dwg Plot Date: 5/20/2024 By: joster





**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Casey Hartt, Lead Marketing Consultant

Subject/Title: Request approval of agreement with Wander Media Company (\$98,500.00)

Statement of Issue

The Highlands County Tourist Development Council (TDC) unanimously voted on August 7, 2025, to recommend procurement of a custom destination streaming television channel for the Sebring area. The agreement with Wander Media Company provides for the creation and management of a custom streaming channel featuring professionally produced video content highlighting local attractions, events, accommodations, outdoor recreation, and visitor experiences. Content will be distributed across major streaming platforms, mobile devices, hotel television systems, and the County's tourism website to increase awareness of Highlands County among potential visitors. The agreement includes channel development, content production, distribution, technical support, and performance reporting. The initial term of the agreement is one year and is funded through Tourist Development Tax revenues dedicated to tourism promotion and visitor attraction efforts.

Recommended Action

Move to approve the agreement with Wander Media Company.

Fiscal Impact

The fiscal impact is an expense of \$98,500.00 to come from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Development-Marketing & Promotion) and is included in the current adopted budget.

Attachments:

1. Wander Agreement Signed
2. Affidavit for Wander Media Signed
3. Custom Video Platform Overview + Implementation (w. live link)

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY," and Yellow Dog Media, LLC d/b/a Wander Media Company, 2107 Hendricks Ave. Ste. 202, Jacksonville, Florida 32207, hereinafter referred to as the "CONTRACTOR" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, Section 17.B.3, of the Highlands County Purchasing Policy provides for an exemption from the competitive solicitation process when procuring advertisements; and

WHEREAS, the COUNTY has determined that it is in its best interest to utilize a specialized advertising agency that creates customized content to stream across various streaming and online platforms, in-room hotel and other TV systems as deemed appropriate, mobile devices and desktop and web-based players to advertise tourist attractions within Highlands County; and

WHEREAS, the CONTRACTOR has represented that it is equipped to create and implement a custom destination streaming/digital/TV channel for Highlands County tourism; and

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall begin on the date of execution by the COUNTY and extend for one (1) year from the date therefrom and may be extended by written amendment hereto when deemed to be in the interest of the COUNTY.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

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

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, incidental travel expenses, supervision, applicable licenses, insurance, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services required by this Agreement, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the scope of work contained in this Agreement and **Exhibit "A"** attached hereto.
- E. The CONTRACTOR agrees that all services will be delivered at the highest professional and technical standards. The COUNTY agrees to provide timely approvals. The COUNTY understands that additional licensing (e.g., music, logos, third-party integrations) may require prior written authorization from the rights holders.

SECTION 5. THIRD PARTY RELEASES AND CONSENTS.

- A. The CONTRACTOR shall be solely responsible for obtaining all releases, clearances, and permissions from any third party – including but not limited to business owners, business employees, customers, private property owners, and any other individual or entity that would otherwise be entitled to assert a claim in connection with the filming/photography conducted under this Agreement. All such releases must cover the COUNTY and release the COUNTY from all liability. The CONTRACTOR shall indemnify the COUNTY for any and all claims resulting from the CONTRACTOR's failure to obtain a release.

- B. Before filming or photographing at any private location, or highlighting any specific private location or business, the CONTRACTOR must obtain written, signed releases from the owner or authorized representative of that location or business. These releases must, at a minimum, release the COUNTY from any and all liability and grant the COUNTY perpetual, irrevocable, royalty-free, worldwide rights to use, edit, copyright, exhibit, display, print, reproduce, televise, stream, broadcast and distribute the footage for tourism promotion.

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided pursuant to this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

- A. The CONTRACTOR will provide services to the COUNTY as set forth in Exhibit "A" for a total amount of Ninety Eight Thousand Five Hundred Dollars and Zero Cents (\$98,500.00). Compensation shall be paid as follows: The COUNTY will issue the first payment in the amount of Forty Nine Thousand Two Hundred Fifty Dollars and Zero Cents (\$49,250.00) within thirty (30) days of execution of this Agreement by the COUNTY. The remaining balance will be invoiced in equal monthly installments on the first (1st) of each month. Subsequent Agreement renewals/extensions will be billed at 80% of the original Agreement rate, reflecting continued programming, ongoing management, maintenance, technical support and content rotation under the established framework.
- B. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forgo the use of the CONTRACTOR for any work that may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services

provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. MEDIA CONTENT OWNERSHIP AND ACCESS.

The CONTRACTOR maintains all developer accounts, licenses, and platform coding for the custom video platform. These accounts are proprietary and cannot be transferred or reassigned. The COUNTY has the right to access and use the platform during the Term of this Agreement (and any renewals/extensions thereof). While the underlying platform code and infrastructure remain the sole property of the CONTRACTOR, the COUNTY retains full ownership of all assets and creative content it provides or that is produced on its behalf, including but not limited to thumbnails, copy/language, images, videos, logos, copyrights, and branding.

SECTION 9. DATA.

- A. Data Location. The CONTRACTOR shall provide the Services required by this Agreement (including all data processing and data storage) solely from within the United States and on computing and data storage devices physically residing therein. The CONTRACTOR shall not transfer, mirror or otherwise move the COUNTY's data outside the United States.
- B. Data Ownership. All data, metadata and records provided to or generated by the CONTRACTOR in the performance of this Agreement are the sole property of the COUNTY. The CONTRACTOR acquires no rights, title or interest, whether express or implied, in or to COUNTY data. The CONTRACTOR shall only use COUNTY data for the limited purpose of providing the services set forth in this Agreement.
- C. Access and Retrieval of Data. The CONTRACTOR shall provide the COUNTY with the ability to access, export or retrieve COUNTY data in its entirety, or in part, at any time during the Term of this Agreement (and any renewal/extension thereof) at no charge, in a format that is compatible with the COUNTY's information technology systems.
- D. No commingling of Data. Under no circumstances shall the CONTRACTOR commingle COUNTY data with data from another local government or private entity in a manner that prevents the COUNTY from accessing, auditing, or retrieving its own data upon request.

SECTION 10. INTELLECTUAL PROPERTY AND INFRINGEMENT.

- A. The COUNTY represents and warrants that all branding, video, imagery, copy, logos, or other assets provided by it for use under the Scope of Services of this Agreement do not infringe on any third-party rights. The CONTRACTOR assumes no liability for materials supplied by the COUNTY. Any legal claims arising from copyright, trademark, or

intellectual property violations originating from COUNTY-provided content will be the sole responsibility of the COUNTY.

- B. The CONTRACTOR represents and warrants that all branding, video, imagery, copy, logos, or other assets provided by it for use under the Scope of Services of this Agreement do not infringe on any third-party rights. The COUNTY assumes no liability for materials supplied by the CONTRACTOR. Any legal claims arising from copyright, trademark, or intellectual property violations originating from CONTRACTOR-provided content will be the sole responsibility of the CONTRACTOR.

SECTION 11. TERMINATION.

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

SECTION 12. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an offset for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.
- C. Upon termination or natural expiration of this Agreement, all media content related to the COUNTY in the possession of the CONTRACTOR shall be turned over to the COUNTY in a format acceptable to the COUNTY. To the extent that any media content is used by the COUNTY for any purpose, the same constitutes a public record, and as such, shall become the property of the COUNTY. Both Parties retain a perpetual right to use any media content related to the COUNTY.

SECTION 13. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,

OR

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

AND

Property Damage: \$100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List "HIGHLANDS COUNTY" as an Additional Insured,
 4. Recognition of the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under this Agreement, on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of

the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the COUNTY upon reasonable request.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 14. COUNTY OBLIGATIONS.

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

SECTION 15. ENTIRE AGREEMENT.

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

SECTION 16. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The Parties hereby waive their right to trial

by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

SECTION 17. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

RECORDS

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

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

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

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

SECTION 18. INDEPENDENT CONTRACTOR.

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

SECTION 19. APPLICABLE LICENSING.

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

SECTION 20. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 21. INDEMNIFICATION.

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

in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 22. BANKRUPTCY OR INSOLVENCY.

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. ASSIGNMENT.

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

SECTION 25. SEVERABILITY.

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

SECTION 26. WAIVER.

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

SECTION 27. NOTICE.

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

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

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

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

CONTRACTOR: Yellow Dog Media, LLC d/b/a Wander Media
Company
2107 Hendricks Ave. Ste. 202
Jacksonville, Florida 32207

SECTION 28. MODIFICATION.

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

SECTION 29. HEADINGS.

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

SECTION 30. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 31. CONFLICT OF INTEREST.

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

SECTION 32. PUBLIC ENTITY CRIMES.

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

SECTION 33. JOINT AUTHORSHIP.

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

SECTION 34. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 35. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 36. SOVEREIGN IMMUNITY.

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

SECTION 37. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with, or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 38. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

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

SECTION 39. FOREIGN COUNTRY OF CONCERN.

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

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

SECTION 40. FORCED LABOR OR HUMAN TRAFFICKING.

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

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

SECTION 41. ELECTRONIC SIGNATURE.

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

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

[Signatures on following page]

HIGHLANDS COUNTY

(Signature)

(Print Name)

Chair, Highlands County Board
of County Commissioners

DATE: _____

ATTEST:

Jerome Kaszubowski, Clerk

State of FLA
County of DuVal
Subscribed and sworn to (or affirmed) before me this
1ST day of June
By Kate Strickland
Personally known ☒ OR produced identification _____
Type identification produced Carol Bentley
Notary Public

YELLOW DOG MEDIA, LLC d/b/a
WANDER MEDIA COMPANY

By: Kt Strickland
(Signature)

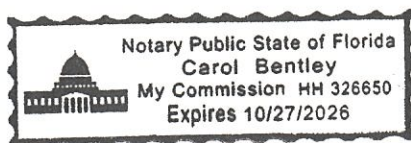
Printed Name: Kate Strickland

Title: CEO

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of Yellow Dog Media, LLC d/b/a Wander Media Company, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Yellow Dog Media, LLC d/b/a Wander Media Company, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2026.

(stamp)



NOTARY PUBLIC, State of _____

EXHIBIT "A"

SCOPE OF SERVICES

I. Overview.

- A. The CONTRACTOR will develop, manage, and distribute a custom destination marketing channel ("The Channel") for Highlands County tourism, designed to reach both prospective and in-market visitors through high-impact video content and a proprietary distribution network. The Channel will stream across major digital streaming platforms, in addition to embedded players for use on COUNTY owned digital properties.
- B. The Channel will feature professionally produced video content showcasing the COUNTY's unique assets, attractions, accommodations, and experiences. The CONTRACTOR will aggregate performance metrics across all platforms to provide unified analytics, including total views, subscriber growth, and average watch duration.
- C. The fee(s) paid by the COUNTY to the CONTRACTOR includes but is not limited to: channel development, content production, distribution, installation, implementation and performance reporting.

II. Technical Strategy and Implementation.

Development of The Channel infrastructure under the CONTRACTOR's developer licenses, including coding, programming, system architecture, implementation and integration across supported devices and platforms. Supported devices and platforms include but are not limited to: in-room hotel TV systems (via hospitality IPTV platforms), streaming platforms (Roku, Amazon Fire TV, Apple TV and YouTube TV), mobile devices (iOS and Android), and desktop and web-based players. The CONTRACTOR represents and warrants that whatever software or platform that may be necessary to stream The Channel will be implemented at no additional cost to the COUNTY and will not require the services of any third party who will attempt to charge a fee for implementation.

III. Creative Strategy and Implementation.

Customization of The Channel design, branding, navigation, and user interface to align with the COUNTY's specifications, brand identity, and audience engagement goals.

IV. Video Production.

Storyboarding, copywriting, production coordination, filming, post-production editing, motion graphics, and delivery of six (6) sixty seconds (:60) video segments, with content determinations and creative direction determined by the COUNTY.

V. Installation and Equipment.

Support for in-room television networks and on-site equipment setup at hotels, resorts, and other temporary lodging locations, including hardware installation, configuration, and testing to ensure seamless distribution. The COUNTY will provide the CONTRACTOR with a list of hotels and other accommodations partners ("Partners"), which the COUNTY may amend at any time. The CONTRACTOR will contact the Partners to make arrangements for installation/implementation. The CONTRACTOR represents and warrants that whatever software or platform that may be necessary to stream The Channel will be implemented at no additional cost to the COUNTY nor any Partner and will not require the services of any third party who will attempt to charge a fee for implementation.

VI. Content Storage and Management.

Organization, hosting, ingestion, categorization, scheduling, and programming of video content, including development of content calendars and programming strategies.

VII. Quality Assurance and Technical Support.

Ongoing monitoring, troubleshooting, system updates, and quality control measures to maintain performance, reliability, and compatibility across platforms.

VIII. Strategic Partnerships.

Coordination with COUNTY approved tourism boards, destination partners, and industry stakeholders for expanded reach and cross-promotional opportunities.

IX. Monetization Strategy.

Consultation on advertising models, sponsorship integration, implementation with Partners, and revenue opportunities designed to generate Return -on Investment ("ROI") for the COUNTY.

X. Growth Strategy.

Development of long-term platform expansion opportunities, including additional distribution channels, content categories, and scaling strategies.

XI. Marketing Support (Social, Email, PR, SEO).

Strategic promotion of The Channel through CONTRACTOR-managed marketing initiatives, including social media campaigns, email marketing, press relations, and search engine optimization.

XII. Analytics and Reporting.

The CONTRACTOR shall provide the COUNTY with access to performance tracking dashboards. Additionally, the CONTRACTOR shall provide the COUNTY with regular reports on key performance indicators, audience engagement, and marketing effectiveness.

XIII. Approvals.

All customizations, designs, and specifications must be approved by the COUNTY in writing before the launch of The Channel. Delays in providing approvals or required content may impact timelines and delivery.

XIV. Errors and Omissions.

The CONTRACTOR will use commercially reasonable efforts to ensure functionality, reliability, and technical quality of The Channel. However, the CONTRACTOR makes no warranties, express or implied, regarding uninterrupted service or error-free performance beyond what is outlined in this Agreement.

AFFIDAVIT

Before the undersigned authority, Kate Strickland appeared personally. Being first duly sworn Notary states the following:

1. My name is Kate Strickland. I am over the age of eighteen (18) and the following statements are true, correct, and made pursuant to my personal knowledge.

2. I am the CEO of Yellow Dog Media, LLC d/b/a Wander Media Company (hereinafter referred to as the "Agency"), and am authorized to make these statements on behalf of the Agency.

3. The Agency does business in the State of Florida.

4. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury, I certify:

- a. the Agency is not owned by a foreign country of concern;
- b. the government of a foreign country does not have a controlling interest in the Agency; and
- c. the Agency is not organized under the laws of or has its principal place of business in a foreign country of concern.

5. For purposes of this affidavit, "foreign country of concern" means: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c).

6. For purposes of this affidavit, "governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

7. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury, I attest and certify that the Agency does not use coercion for labor or services, is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list" as defined by Florida Statutes, section 787.06.

8. The undersigned understands that in addition to criminal penalties for perjury, a violation of Florida Statutes, section 287.138, 287.1346, or 787.06 may result in:

- a. civil penalties being assessed in an amount equal to twice the amount of compensation contained in any agreement between the Agency and a governmental entity;
- b. the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity;

- c. the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity; and
- d. placement on the State of Florida Suspended Vendors list, pursuant to Florida Statutes, section 287.1351, or the State of Florida Forced Labor Vendors list, pursuant to Florida Statutes, section 287.1346.

9. Pursuant to Florida Statutes, section 448.095, I certify that the Agency is registered with and utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees. I further certify that the Agency does not employ, contract with, nor subcontract with any ineligible individual, as defined within Florida Statutes, section 448.095.

10. Pursuant to Florida Statutes, section 448.095, I certify that the Agency requires all its subcontractors to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees. The Agency obtains an affidavit from each subcontractor, stating the subcontractor does not employ, contract with, or subcontract with any ineligible individual, as defined within Florida Statutes, section 448.095.

11. I am executing this affidavit to attest to the truth of the foregoing facts.

FURTHER AFFIANT SAYETH NOT.

Under penalties of perjury, I declare that I have read the foregoing, and that the facts stated herein are true.

By: Kate Strickland
(Signature)

Kate Strickland
(Print Name)

STATE OF _____

COUNTY OF _____

BEFORE ME, personally appeared Kate Strickland, CEO of Yellow Dog Media, LLC d/b/a Wander Media Company, who is personally known to me ☐ or who produced as identification _____, and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.

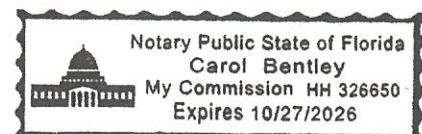
State of FLA
County of DUVAL
Subscribed and sworn to (or affirmed) before me this
1st day of June
By Kate Strickland
Personally known ☒ OR produced identification _____
Type identification produced _____
Carol Bentley
Notary Public

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

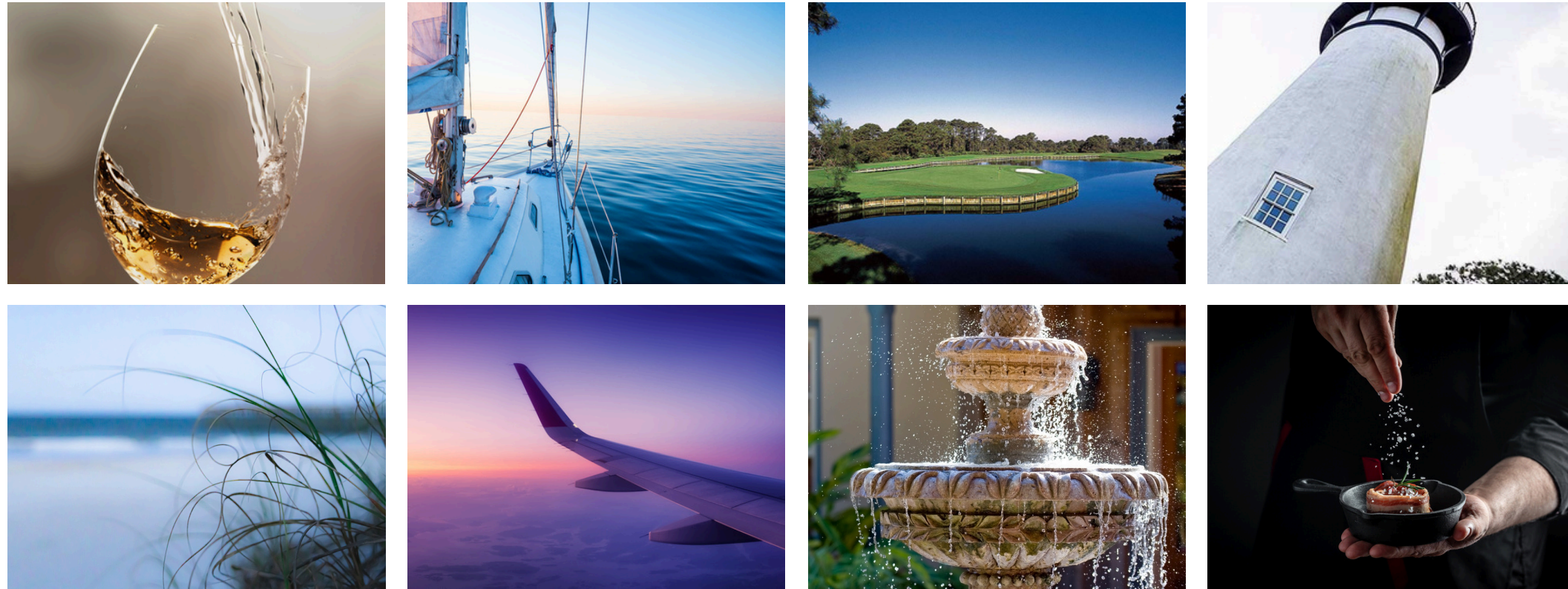
Page 2 of 2





WANDER
MEDIA COMPANY

ABOUT US



Wander Media Company is the Southeast's premier destination marketing firm, specializing in the creation of custom video platforms that allow destinations, hotels, and organizations to tell their stories, inspire travel, and drive measurable results.

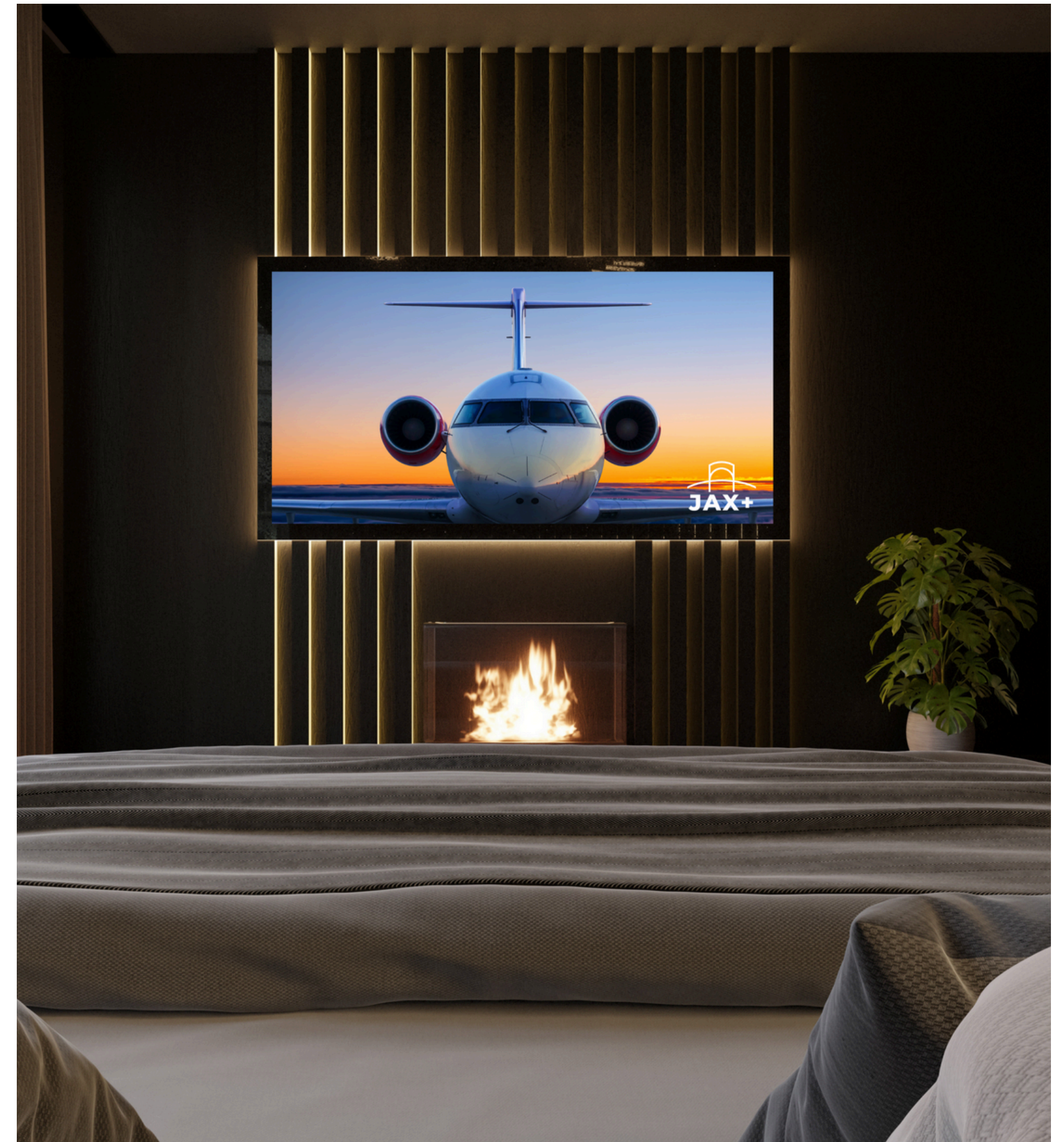
By blending high-impact video storytelling with proprietary distribution, Wander delivers marketing solutions that influence both prospective and in-market travelers.

WHAT WE DO

Wander designs, develops, and implements customized, branded video platforms for destinations and properties that want to stand out in an increasingly crowded tourism market.

Each channel transforms existing video content into a marketing asset that extends campaign life, fuels digital initiatives, and delivers year-round visibility.

Wander manages every aspect of the platform, including strategy, content development, distribution, installation, analytics, and ongoing support. The result is a scalable and measurable marketing tool that heightens brand exposure and drives demand.



YOUR DESTINATION. YOUR STORY. *EVERYWHERE.*

A custom channel is just that – your destination's own branded television and streaming video platform built to tell stories, inspire travel, and connect directly with visitors.

It's exclusive to your content, giving you complete control over what travelers see and how they experience it.

Custom channels are a scalable, measurable, always-on marketing asset that builds brand visibility, drives visitor engagement, and delivers real economic impact.



HOW IT WORKS



Unlike traditional marketing tools that disappear when the campaign ends, a video platform is an always-on asset. It fuels social media performance, strengthens email marketing campaigns, boosts SEO, and meets prospective and current travelers at integral decision-making moments.

1

PHYSICAL LOCATIONS

Hotel rooms, resort lobbies, visitor centers, municipal offices, meeting spaces, and campuses, placing destination content in front of audiences already on-site.

2

STREAMING PLATFORMS

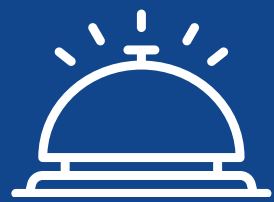
Roku, Apple TV, Amazon Fire TV, and YouTube, providing global exposure before visitors arrive.

3

WEB PLATFORMS

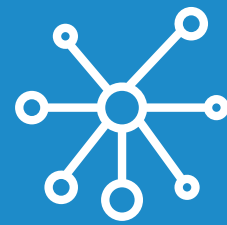
Client websites, partner websites, tourism portals, chambers of commerce, and event microsites, embedding content into the digital ecosystem where travel decisions are made.

WHY IT MATTERS



CONTROL

Destinations have full ownership of and control over their platforms, ensuring complete authority over messaging and branding.



MEASURABILITY

Every view, watch time, and engagement is tracked, making the platform measurable and accountable, with clear data that can be used to monitor trends, optimize performance, and drive viewership growth.



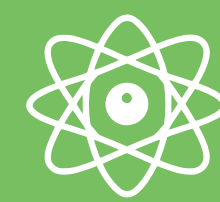
LONGEVITY

The platform extends the shelf life of video content, allowing destinations to maximize the return on investment of every production project and campaign effort.



ROBUSTNESS

The platform complement stagnant, corporate-mandated video offerings as well as broad destination-wide campaigns by offering specific, highly relevant information about how to elevate their stay.



VERSATILITY

The channel supports SEO performance, strengthens social media campaigns, and enhances email marketing initiatives with fresh, reusable content.



RESULTS

Most importantly, the platform delivers proven results: destinations utilizing custom channels consistently report longer visitor stays, increased repeat travel, and stronger brand loyalty.

IMPLEMENTATION TIMELINE



ONBOARDING MEETING

An initial alignment session to confirm objectives, gather assets, define roles, and establish the strategic foundation for the channel.

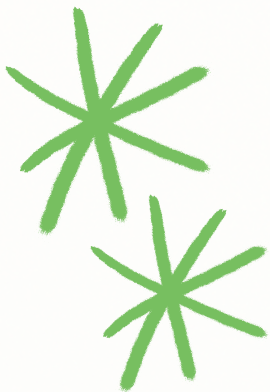
CONTENT

Organization and production of video assets into cohesive categories and playlists that align with the channel’s objectives and audience engagement strategy.



LAUNCH

Official activation of the channel across all approved platforms, supported by coordinated marketing and partner communications.



TECHNICAL AND CREATIVE STRATEGY DEVELOPMENT

Development of the channel’s technical infrastructure, user experience, and creative framework to ensure seamless functionality and consistent brand representation.

BETA TESTING

A controlled review phase to evaluate technical performance, content flow, and viewer experience before public launch.



GROWTH

Continuous promotion, performance monitoring, and strategic optimization to expand reach, increase engagement, and sustain long-term channel growth.

CUSTOMIZATION OPTIONS

MODEL



Clarifying the channel’s core objectives and operational model provides direction for all creative and strategic decisions that follow. Whether the goal is to broaden marketing reach, inspire visitation, or generate revenue, establishing measurable outcomes and defining the viewer experience ensures the platform serves its intended purpose effectively.

BRANDING



Defining the visual and verbal identity of the channel establishes how the brand is represented across connected TV and digital platforms. A clear framework for the channel’s name, logo, watermark, tagline, and aesthetic ensures brand consistency, strengthens recognition, and enhances viewer trust and engagement.

PARTICIPATION



A defined participation and inclusion framework outlines how businesses, organizations, and partners are featured within the channel. Establishing transparent criteria for inclusion—whether through sponsorship, editorial selection, or partnership—ensures content remains cohesive, credible, and aligned with overarching brand and community goals.

PARTNERSHIPS



Strategic partnerships extend the reach and value of the channel through distribution, content, and collaboration. Identifying carriage outlets, content contributors, and potential advertisers maximizes visibility, fosters cross-promotional opportunities, and strengthens the network of stakeholders supporting the platform’s success.

CONTENT



A comprehensive review of existing creative materials identifies what can be repurposed for launch and where new content is required. This evaluation optimizes production resources, maintains visual and thematic consistency, and ensures the channel launches with sufficient depth and diversity of content to sustain long-term engagement.

MARKETING



An intentional marketing and growth strategy is essential to drive awareness, viewership, and sustained engagement after launch. By defining promotional channels, cadence, and performance metrics, this phase ensures the channel continues to expand its audience, deliver measurable value, and reinforce the brand’s presence across all platforms.

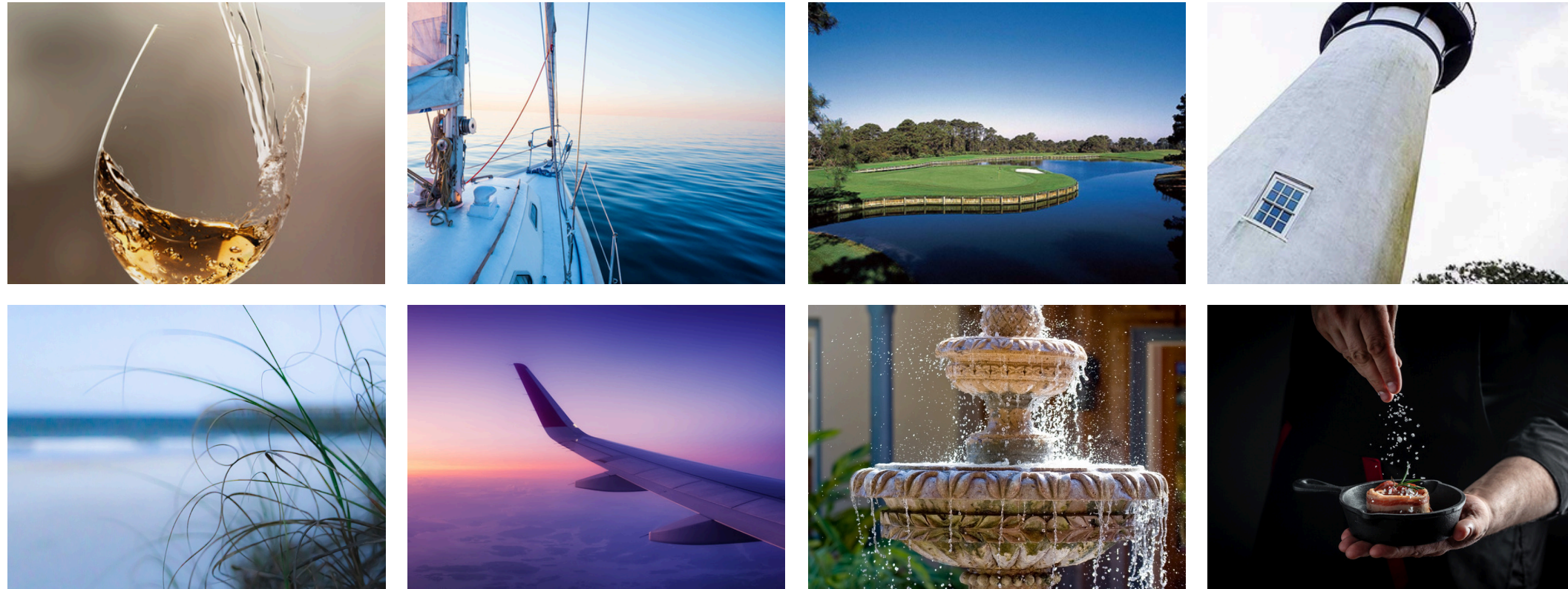


AVON PARK & LAKE PLACID, FL

WANDER

MEDIA COMPANY

SEE IT LIVE



Examples are available on [WanderMediaCompany.com](https://wandermediacompany.com).

Watch at: <https://wandermediacompany.com/where-to-watch>

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Dustin Fitch, Deputy Chief

Subject/Title: Request adoption of Resolution 25-26-150 for Budget Amendment 25-26-105 for Project 25052 for the purchase of two tankers (\$2,036,459.76).

Statement of Issue

Request approval to appropriate funding for Project 25052 for the purchase of two tankers from Fund Balance in the amount of \$575,436.29.

Recommended Action

Move to adopt Resolution 25-26-150 for Budget Amendment 25-26-105 for the purchase of two tankers.

Fiscal Impact

The fiscal impact is an increase to Fund 181 (Fire Assessment) in the amount of \$575,436.29 which is coming from Fund Balance and being appropriated in cost center 3217 (Fire Assessment), account 56400Z (Project Equipment), and Project 25052 (Tanker Replacements). In addition, \$100,000.00 is being transferred within cost center 3217 from account 59900 (Reserve for Contingency) and \$1,361,023.47 from account 54600 (Machinery & Equipment) to Project 25052, account 56400Z for a total fiscal impact of \$2,036,459.76.

Attachments:

1. 25-26-105 Proj 25052 Tanker Purchases (2) (BA)
2. 25-26-105R Proj 25052 Tanker Purchases (2) (Resolution)

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

SUBMITTED BY: **William Kingston**

*list additional cost centers on reverse side of form

REASON: To allocate funding for Project 25052 for the purchase of two (2) tankers.

RESOLUTION NO. 25-26-150

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-105 TO THE FIRE ASSESMENT FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 25-26-105 is hereby approved and authorized to appropriate funding from Fund Balance in the amount of \$575,436.29 for FY2025-2026 for two (2) tanker replacements. The fiscal impact is an increase in the amount of \$575,436.29.

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

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

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

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

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

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

PASSED AND ADOPTED this 21st day of July, 2026.

HIGHLANDS COUNTY, FLORIDA

By: _____
Don Elwell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: David Nitz, OMB Manager, Laurie Hurner, County Administrator

Subject/Title: Request to Certify the Maximum Millage for FY26/27.

Statement of Issue

To comply with Florida Department of Revenue's Truth in Millage (TRIM) requirements in the Florida Statutes Chapter 200, the Board of County Commissioners must certify a maximum millage rate to the Property Appraiser and the Tax Collector by August 4, 2026.

The certified millage can be decreased at the Board's discretion as the budget process moves forward but cannot be exceeded without extraordinary measures.

The Rolled-back Rate which allows collection of the same amount of Ad Valorem taxes as the previous year is 7.4203 mills.

The Recommended Budget presented on July 7, 2026, was based on a Millage Rate of 7.6000 mills.

Recommended Action

Move to certify the maximum millage at 7.6000 mills.

Fiscal Impact

Ad Valorem revenue is projected to comprise 62.53% of the total projected General Fund revenues in FY 26/27. Failure to certify millage would put those revenues and state revenue sharing funds at risk.

Attachments:

1. DR420, DR420 MMP, DR420 TIF's Packet



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	8,511,143,297	(1)
2.	Current year taxable value of personal property for operating purposes	\$	654,007,301	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	34,524,211	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	9,199,674,809	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	228,080,114	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	8,971,594,695	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	8,731,721,930	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES	☐ NO	Number 9
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES	☒ NO	Number 0
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		7.6000 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	66,361,087	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	2,615,372	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	63,745,715	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	380,918,858	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	8,590,675,837	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		7.4203 per \$1000	(16)
17.	Current year proposed operating millage rate		7.6000 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	69,917,529	(18)

19.	TYPE of principal authority (check one)	☒ County	☐ Independent Special District	(19)
		☐ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>		\$ 63,745,715	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		7.4203 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>		\$ 68,264,347	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>		\$ 70,173,810	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		7.6279 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		2.80 %	(27)
First public budget hearing		Date : 9/3/2026	Time : 5:30 PM EST	Place : 600 S. COMMERCE AVE., B104 SEBRING, FL 33870
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 06/26
Rule 12D-16.002
F.A.C.
Effective 06/26
Page 1 of 3
Provisional

Year: 2026		County: Highlands		
Principal Authority Name: Highlands County Board of County Commissioners		Taxing Authority Name: Highlands County BCC - Operating		
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No	(1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.				
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	7.4203	per \$1,000	(2)
Calculate maximum millage levy				
3.	Majority vote maximum millage rate allowed <i>(Enter rolled-back rate from line 2)</i>	7.4203	per \$1,000	(3)
4.	Two-thirds vote maximum millage rate allowed <i>(Multiply Line 3 by 1.10)</i>	8.1623	per \$1,000	(4)
5.	Current year proposed millage rate (See page 3 for Instructions)	7.6000	per \$1,000	(5)
6.	Minimum vote required to levy proposed millage: (Check one)			(6)
☐	a. Majority vote of the governing body: Check here if Line 5 is less than or equal to Line 3. The maximum millage rate is equal to the rolled-back rate. <i>Enter Line 3 on Line 7.</i>			
☒	b. Two-thirds vote of governing body: Check here if Line 5 is less than or equal to Line 4, but greater than Line 3. The maximum millage rate is equal to proposed rate. <i>Enter Line 5 on Line 7.</i>			
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 5 is greater than Line 4. The maximum millage rate is equal to the proposed rate. <i>Enter Line 5 on Line 7.</i>			
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 5 on Line 7.</i>			
7.	The selection on Line 6 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 6)</i>	7.6000	per \$1,000	(7)
8.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 9,199,674,809		(8)
9.	Current year proposed taxes <i>(Line 5 multiplied by Line 8, divided by 1,000)</i>	\$ 69,917,529		(9)
10.	Total taxes levied at the maximum millage rate <i>(Line 7 multiplied by Line 8, divided by 1,000)</i>	\$ 69,917,529		(10)
DEPENDENT SPECIAL DISTRICTS AND MUNICIPAL SERVICE TAXING UNITS (MSTUs)			STOP HERE. SIGN AND SUBMIT.	
11.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 9 from each district's Form DR-420MM-P)</i>	\$ 256,281		(11)
12.	Total current year proposed taxes <i>(Line 9 plus Line 11)</i>	\$ 70,173,810		(12)
Total Maximum Taxes				
13.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 10 from each district's Form DR-420MM-P)</i>	\$ 0		(13)
14.	Total taxes at maximum millage rate <i>(Line 10 plus line 13)</i>	\$ 69,917,529		(14)
Total Maximum Versus Total Taxes Levied				
15.	Are total current year proposed taxes on Line 12 equal to or less than total taxes at the maximum millage rate on Line 14? (Check one)	☐ YES	☒ NO	(15)

Continued on page 2

S I G N H E R E	Taxing Authority Certification Highlands County BCC - Operating		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title:		Contact Name and Contact Title:		
	Mailing Address:		Physical Address:		
	City, State, Zip:		Phone Number:		Fax Number:

Complete, certify and submit this Form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with a completed Form DR-420, Certification of Taxable Value.

Submit the forms electronically through the Department's Oversight and Assistance System (OASYS) electronic portal using the Truth in Millage (eTRIM) application at <https://eportal.oasys.floridarevenue.com/>.

All TRIM forms for taxing authorities are available at:
floridarevenue.com/property/forms



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Main Street	Base Year : 1988

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	60,874,790	(1)
2.	Base year taxable value in the tax increment area	\$	19,442,710	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	41,432,080	(3)
4.	Prior year Final taxable value in the tax increment area	\$	49,287,586	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	29,844,876	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	39,360,476	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	262,099	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Main Street (Addition; 2016)	Base Year : 2016

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	98,267,341	(1)
2.	Base year taxable value in the tax increment area	\$	43,979,023	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	54,288,318	(3)
4.	Prior year Final taxable value in the tax increment area	\$	71,802,151	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	27,823,128	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	51,573,902	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	280,631	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Southside	Base Year : 2001

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	34,250,615	(1)
2.	Base year taxable value in the tax increment area	\$	10,272,052	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	23,978,563	(3)
4.	Prior year Final taxable value in the tax increment area	\$	24,398,444	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	14,126,392	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	22,779,635	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	151,418	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Southside (Addition; 2016)	Base Year : 2016

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	58,969,428	(1)
2.	Base year taxable value in the tax increment area	\$	25,396,804	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	33,572,624	(3)
4.	Prior year Final taxable value in the tax increment area	\$	36,053,455	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	10,656,651	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	31,893,993	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	305,375	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Airport	Base Year : 2001

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	4,858,824	(1)
2.	Base year taxable value in the tax increment area	\$	1,587,463	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	3,271,361	(3)
4.	Prior year Final taxable value in the tax increment area	\$	4,549,391	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	2,961,928	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	3,107,793	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	23,630	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> If value is zero or less than zero, then enter zero on Line 7e	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Sebring CRA	Base Year : 1983

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	123,952,315	(1)
2.	Base year taxable value in the tax increment area	\$	26,517,900	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	97,434,415	(3)
4.	Prior year Final taxable value in the tax increment area	\$	92,004,993	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	65,487,093	(5)

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	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	92,562,694	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	665,382	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> If value is zero or less than zero, then enter zero on Line 7e	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

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“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

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- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Sebring CRA (Expansion; 2003)	Base Year : 2003

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	53,210,063	(1)
2.	Base year taxable value in the tax increment area	\$	12,770,334	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	40,439,729	(3)
4.	Prior year Final taxable value in the tax increment area	\$	43,997,210	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	31,226,876	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	38,417,743	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	250,420	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

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- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

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- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
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Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

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Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

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Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

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TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : Sebring Regional Airport and Industrial Park CRA	Base Year : 1996

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	76,365,789	(1)
2.	Base year taxable value in the tax increment area	\$	8,555,707	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	67,810,082	(3)
4.	Prior year Final taxable value in the tax increment area	\$	67,690,970	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	59,135,263	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	64,419,578	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	441,888	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

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- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

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Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2026	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : Town of Lake Placid CRA	Base Year : 2017

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	93,065,726	(1)
2.	Base year taxable value in the tax increment area	\$	54,325,680	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	38,740,046	(3)
4.	Prior year Final taxable value in the tax increment area	\$	76,020,713	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	21,695,033	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2026 12:24:26 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	36,803,044	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	234,529	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

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“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Laura Borgesi, County Engineer, PE, PSM, MPA

Subject/Title: Request adoption of Resolution No. 25-26-151 reducing the speed limit in Spring Lake from 30 mph to 25 mph.

Statement of Issue

Spring Lake is a neighborhood located in Highlands County with county-owned roadways designed to provide direct access to area properties, to connect local traffic to arterial roads, and to facilitate local traffic flow but is not designed for high traffic volume or impacts like arterial roadways. The County has determined that it is in the best interests of the residents and will protect the health, safety, and welfare of the traveling public to reduce the speed limit from 30 mph to 25 mph.

The existing 30 mph speed limit signage within the Spring Lake neighborhood, which is maintained by the County, will be removed and replaced with 25 mph signage by the Highlands County Traffic Operations staff.

Recommended Action

Move to adopt Resolution No. 25-26-151 reducing the speed limit in the Spring Lake neighborhood from 30 mph to 25 mph.

Fiscal Impact

The fiscal impact will be a total of \$1,736.34 from the Transportation Trust Fund #110, Traffic Operations Cost Center 4105, Signs-Outside Entities Account #55221.

Attachments:

1. Spring Lake Speed Limit Resolution
2. MATERIAL RECEIPT - SPRING LAKE (ESTIMATE)
3. Spring Lake_Speed Change_ALL

RESOLUTION NO. 25-26-151

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE REDUCTION OF THE MAXIMUM SPEED LIMIT ON CERTAIN COUNTY ROADS WITHIN THE JURISDICTIONAL BOUNDARY OF THE SPRING LAKE IMPROVEMENT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE REDUCTION OF THE MAXIMUM SPEED LIMIT AND THE POSTING OF SIGNAGE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 316.189(2) authorizes a county to set a maximum speed limit of 25 miles per hour for a residential district after an investigation determines that such a limit is reasonable; and

WHEREAS, the Highlands County Engineering Department has conducted an investigation on the roadways within the jurisdictional boundary of the Spring Lake Improvement District ("SLID"), a residential district within the County; and

WHEREAS, said investigation determined that the roadways within SLID are owned by Highlands County and are considered rural minor collector roads; and

WHEREAS, the minor collector roadways within SLID are designed to provide direct access to area properties, connect local traffic to arterial roads and facilitate local traffic flow; and

WHEREAS, the minor collector roadways within SLID do not possess characteristics of arterial roadways, such as high traffic volume or impacts; and

WHEREAS, the County has determined that it is in the best interest of the health, safety and welfare of the traveling public to reduce the maximum speed limit within the jurisdictional boundary of the Spring Lake Improvement District as set forth herein.

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

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

SECTION 2. Reduction of the Maximum Speed Limit and Posting of Signage:

A. The maximum speed limit on the following County roads within the jurisdictional boundary of the Spring Lake Improvement District is hereby reduced from 30 miles per hour to 25 miles per hour:

- i. Duane Palmer Boulevard
- ii. Lakeview Boulevard
- iii. Spring Lake Boulevard
- iv. Thunder Road

- B. The County Administrator is hereby directed to take the steps necessary within established operational procedures to replace the speed limit signage in the County right of way to reflect the new 25 mph speed limit on the above listed County roads located within the jurisdictional boundary of the Spring Lake Improvement District.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the reduction of the speed limit on the listed roadways within the jurisdictional boundary of the Spring Lake Improvement District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of July 2026.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Don Elwell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY TRAFFIC OPERATIONS TRAFFIC MATERIALS, LABOR & EQUIPMENT RECEIPT

DATE 7/13/2026

ISSUED TO: SPRING LAKE - SPEED LIMIT REPLACEMENT (ESTIMATE)

ISSUED TO

ACCOUNT
PROJECT

QUANTITY	DISCRIPTION	UNIT COST	COST
125	T-11500 RETRO-REFLECTIVE	\$ 1.83	\$228.75
125	TRANSPARENT INK	\$ 0.45	\$56.25
125	OVERLAY FILM OL-2000	\$ 1.20	\$150.00
25	24"X30" BLANK	\$ 23.33	\$583.32
1	TECH III #8602	\$ 37.12	\$37.12
6	TECH II #8642	\$ 34.37	\$206.22
4	TECH II #7762	\$ 34.37	\$137.48
5	SIGN TRUCK CE2103	\$ 35.87	\$179.35
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	SUB TOTAL		\$1,578.49
	10% ADMIN COST		\$157.85
	GRAND TOTAL		\$1,736.34

RECEIVED BY

RECEIPT NO. ESTIMATE

DO NOT SEND PAYMENT UNTIL YOU RECEIVE INVOICE

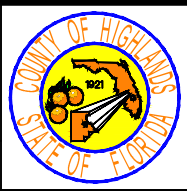
PRICES MAY BE ADJUSTED ON FINAL INVOICE

C:\PROJECTS\Other Projects\Spring Lake Speed Change.dwg 11/17, Mahoney, Stacey Colors As Block Except Gray Color.ctb



REVISIONS		
DATE	BY	DESCRIPTION

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



SPRING LAKE
SPEED LIMIT MODIFICATION
AERIAL LOCATION MAP

SCALE: HORIZ. 1"=250' VERT. N/A		DESIGNED BY: LAURA A. BORGESI, P.E.
PROJECT NO. N/A		DRAWN BY: STACEY MAHONEY
REV. 0		CHECKED BY: LAURA A. BORGESI, P.E.
SHEET 1 OF 8		IN CHARGE: LAURA A. BORGESI, P.E.
		DATE: 07/09/2026

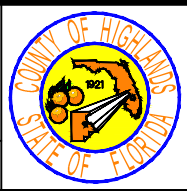
APPROVED BY: LAURA A. BORGESI, PE, PSM
FLORIDA REGISTRATION NO.: PE74596

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REVISIONS		
DATE	BY	DESCRIPTION

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

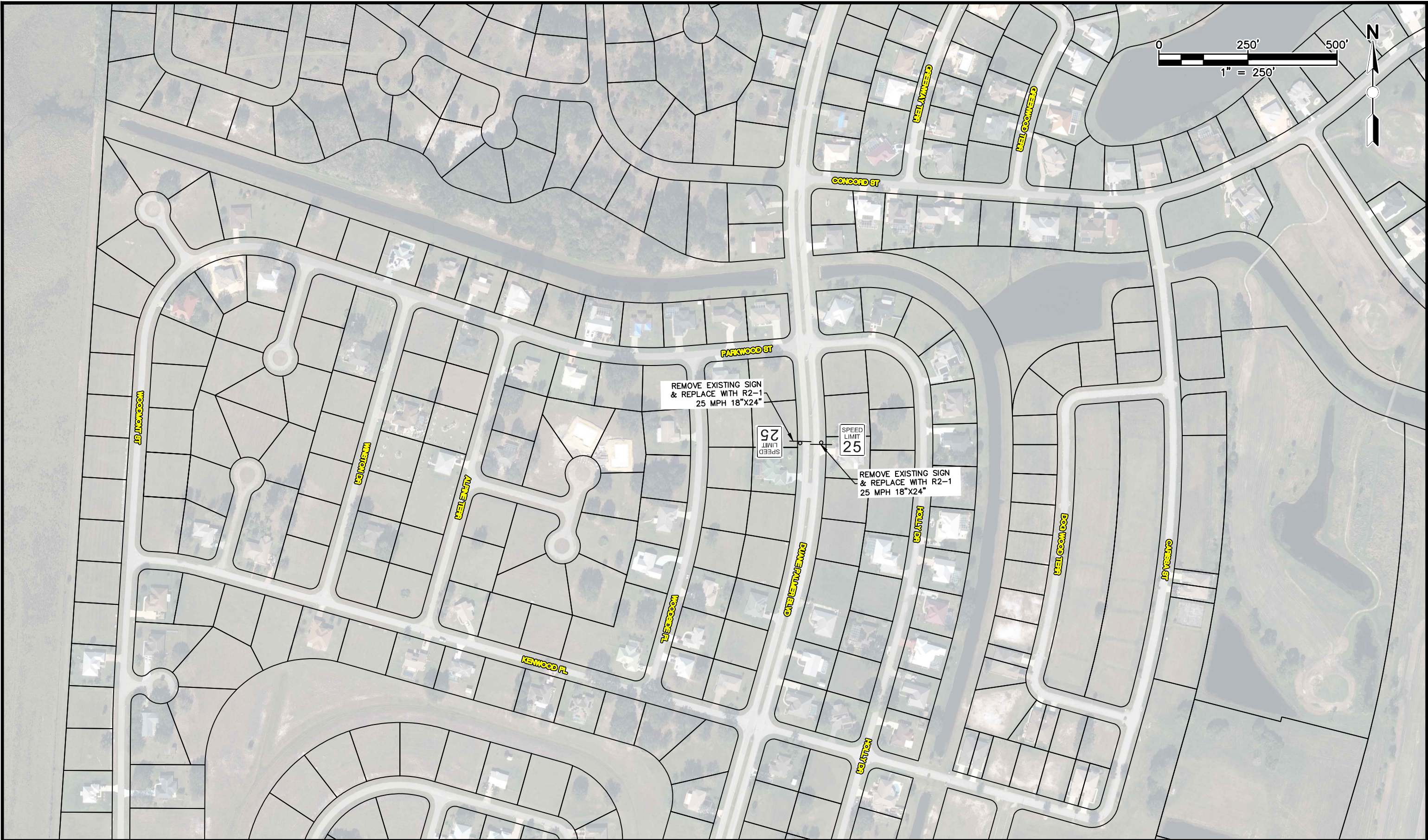


SPRING LAKE
SPEED LIMIT MODIFICATION
AERIAL LOCATION MAP

SCALE: HORIZ. 1"=250' VERT. N/A		DESIGNED BY: LAURA A. BORGESI, P.E.
PROJECT NO. N/A		DRAWN BY: STACEY MAHONEY
REV. 0		CHECKED BY: LAURA A. BORGESI, P.E.
SHEET 2 OF 8		IN CHARGE: LAURA A. BORGESI, P.E.
		DATE: 07/09/2026

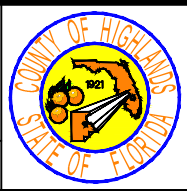
APPROVED BY: LAURA A. BORGESI, PE, PSM
FLORIDA REGISTRATION NO.: PE74596

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REVISIONS		
DATE	BY	DESCRIPTION

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

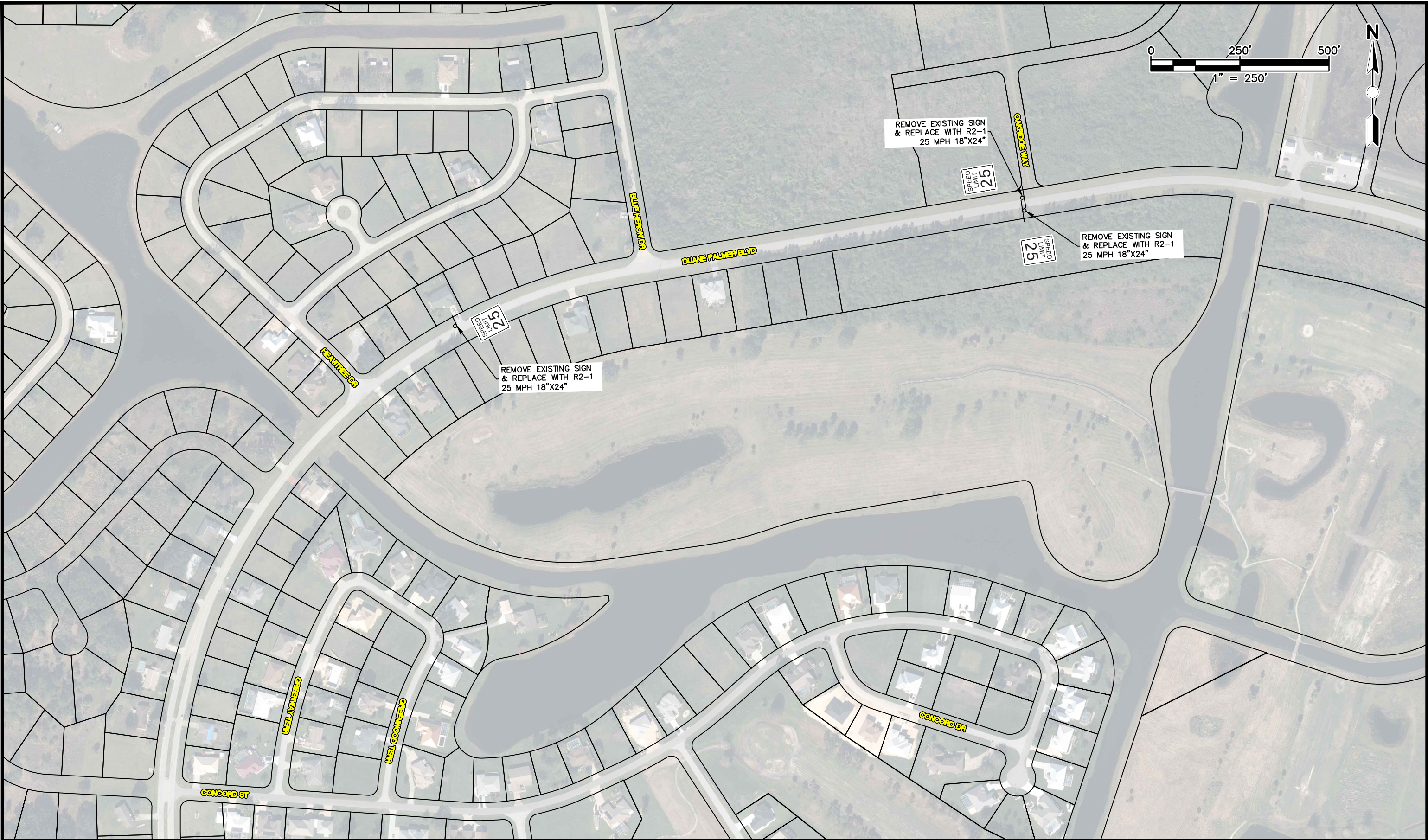


SPRING LAKE
SPEED LIMIT MODIFICATION
AERIAL LOCATION MAP

SCALE: HORIZ. 1"=250' VERT. N/A	
PROJECT NO. N/A	REV. 0
SHEET 3 OF 8	

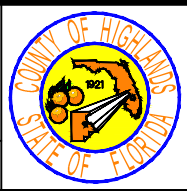
DESIGNED BY: LAURA A. BORGESI, P.E.	APPROVED BY: LAURA A. BORGESI, PE, PSM FLORIDA REGISTRATION NO.: PE74596
DRAWN BY: STACEY MAHONEY	
CHECKED BY: LAURA A. BORGESI, P.E.	
IN CHARGE: LAURA A. BORGESI, P.E.	
DATE: 07/09/2026	

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REVISIONS		
DATE	BY	DESCRIPTION

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



SPRING LAKE
SPEED LIMIT MODIFICATION
AERIAL LOCATION MAP

SCALE: HORIZ. 1"=250' VERT. N/A	
PROJECT NO. N/A	REV. 0
SHEET 4 OF 8	
DESIGNED BY: LAURA A. BORGESI, P.E. DRAWN BY: STACEY MAHONEY CHECKED BY: LAURA A. BORGESI, P.E. IN CHARGE: LAURA A. BORGESI, P.E. DATE: 07/09/2026	

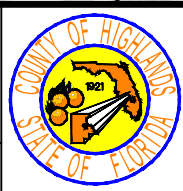
APPROVED BY: LAURA A. BORGESI, PE, PSM
FLORIDA REGISTRATION NO.: PE74596

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REVISIONS		
DATE	BY	DESCRIPTION

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



SPRING LAKE
SPEED LIMIT MODIFICATION
AERIAL LOCATION MAP

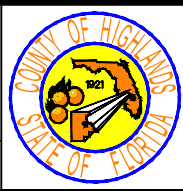
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PROJECT NO. N/A		DRAWN BY: STACEY MAHONEY
REV. 0		CHECKED BY: LAURA A. BORGESI, P.E.
SHEET 5 OF 8		IN CHARGE: LAURA A. BORGESI, P.E.
DATE: 07/09/2026		APPROVED BY: LAURA A. BORGESI, PE, PSM FLORIDA REGISTRATION NO.: PE74596

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REVISIONS		
DATE	BY	DESCRIPTION

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



SPRING LAKE
SPEED LIMIT MODIFICATION
AERIAL LOCATION MAP

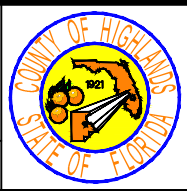
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PROJECT NO. N/A		DRAWN BY: STACEY MAHONEY
REV. 0		CHECKED BY: LAURA A. BORGESI, P.E.
SHEET 6 OF 8		IN CHARGE: LAURA A. BORGESI, P.E.
DATE: 07/09/2026		APPROVED BY: LAURA A. BORGESI, PE, PSM FLORIDA REGISTRATION NO.: PE74596

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REVISIONS		
DATE	BY	DESCRIPTION

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

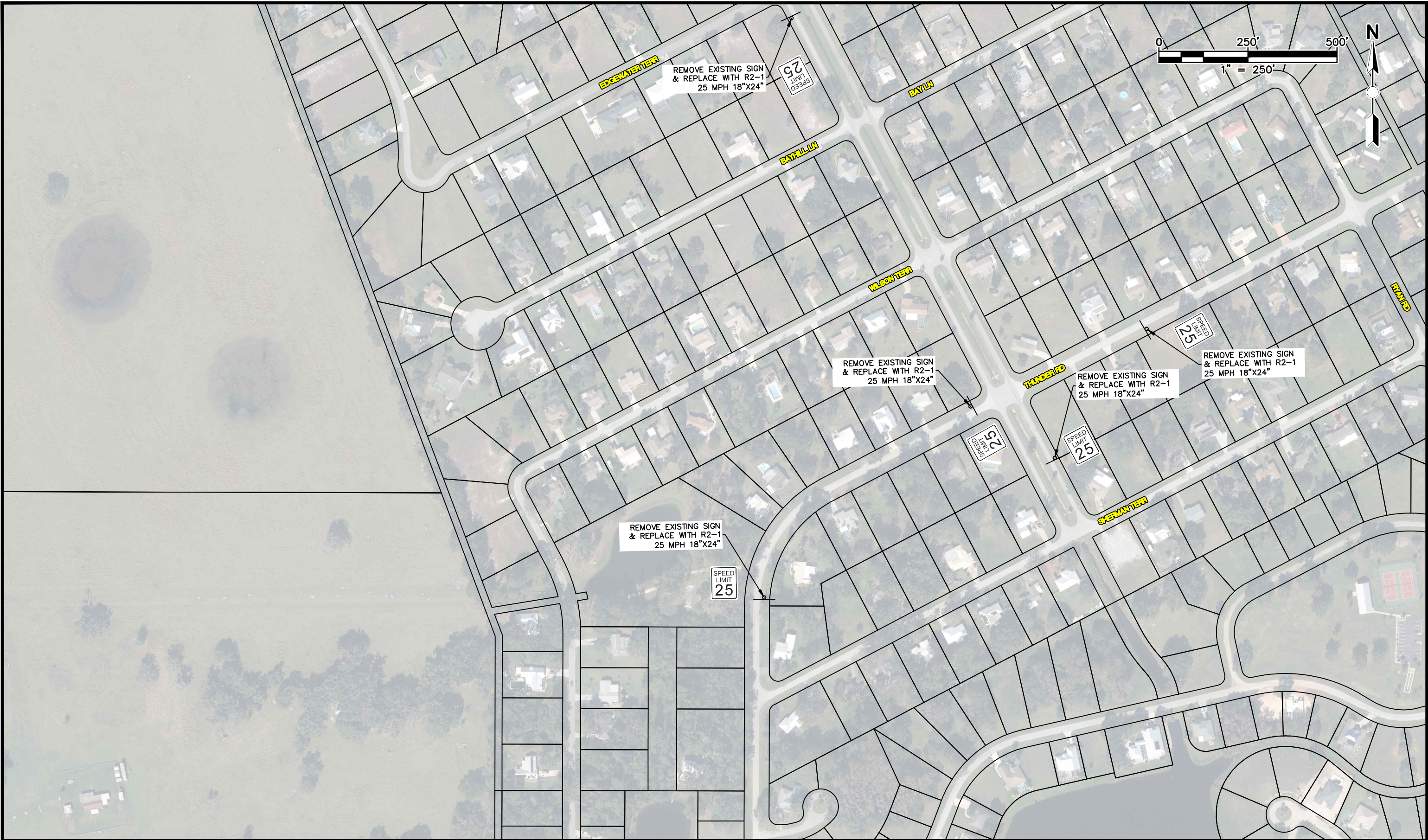


SPRING LAKE
SPEED LIMIT MODIFICATION
AERIAL LOCATION MAP

SCALE: HORIZ. 1"=250' VERT. N/A		DESIGNED BY: LAURA A. BORGESI, P.E.
PROJECT NO. N/A		DRAWN BY: STACEY MAHONEY
REV. 0		CHECKED BY: LAURA A. BORGESI, P.E.
SHEET 7 OF 8		IN CHARGE: LAURA A. BORGESI, P.E.
		DATE: 07/09/2026

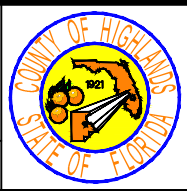
APPROVED BY: LAURA A. BORGESI, PE, PSM
FLORIDA REGISTRATION NO.: PE74596

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REVISIONS		
DATE	BY	DESCRIPTION

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



SPRING LAKE
SPEED LIMIT MODIFICATION
AERIAL LOCATION MAP

SCALE: HORIZ. 1"=250' VERT. N/A		DESIGNED BY: LAURA A. BORGESI, P.E.
PROJECT NO. N/A		DRAWN BY: STACEY MAHONEY
REV. 0		CHECKED BY: LAURA A. BORGESI, P.E.
SHEET 8 OF 8		IN CHARGE: LAURA A. BORGESI, P.E.
		DATE: 07/09/2026

APPROVED BY: LAURA A. BORGESI, PE, PSM
FLORIDA REGISTRATION NO.: PE74596

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter:

Subject/Title: County Attorney Status Report

Statement of Issue

Recommended Action

Fiscal Impact

Attachments:

1. Long Range Legal Log 7.14.26.SGS

**Long Range Attorney Log
as of July 14, 2026**

Matter	Description	Current Updates
Personnel Rules & Regulations Manual	The Office of the County Attorney is working with Administration and Human Resources to draft a new, updated Personnel Rules & Regulations Manual.	Human Resources has provided draft portions of the Personnel Rules & Regulations Manual that need to be amended before the entire Manual is updated. These drafts are now being reviewed by the Office of the County Attorney. We will continue to work with HR on drafting the necessary Resolution(s) for these necessary changes to bring before the Board in the next couple of meetings.
Hospital sale issues	The County Attorney's Office worked with Bert Harris to draft the necessary Resolution of support related to the local law proposed by the law firm hired by the Hospital Board.	The bill has passed both the House and the Senate and has been signed by the Governor. The County Attorney's Office is working with counsel for the hospital to determine next steps.
Revisions to organization of Advisory Board and Committees	The County Attorney's Office is working on streamlining the membership of all Boards and Committees to comport with the newly adopted Administrative Code and also determining whether the function for each is current	The current focus is on NRAC
Update/Repeal of County policies which have been individually adopted, and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code.	The Records Custodian for the County has started researching the County's records to reveal all such policies.
Purchasing Policy Revisions	The County Attorney's Office continues to work with Purchasing on the agreed framework for the new Procurement Manual, in addition to making revisions to the platform and documentation for solicitations. The Procurement Office has provided a final version they are requesting, which is now in review with the Office of the County Attorney. Proposed revisions are being drafted and will be brought back to the Purchasing Department for collaboration.	
TDC Grants	The County Attorney's Office is working with TDC staff to revise the current TDC Grant Applications, and associated Agreements.	Changes to the agreements for New Event, Facility Fee and High Impact Signature Event grants have been implemented. The Office of the County Attorney will continue to work with Tourism staff to implement changes to other grant category agreements, focusing next on the Sport and Special Event grant agreement.
Facility Use Agreement	The County Attorney's Office is working with County staff to revise the current Facility Use Agreement.	A draft template has been prepared. The Office of the County Attorney continues to work on revisions to the same.
Code of Ordinances	The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months.	
Ordinance changes for Fire Rescue	The County Attorney's Office has completed its initial draft with Highlands County Fire Rescue.	Additional research now needs to be conducted, and the final draft will then be prepared to bring before the Board.
Continuing Service Contracts for construction projects valued at less than \$1,000,000.00	County Administration and the County Attorney's Office recently discussed the possibility of entering into continuing services contracts for construction projects valued at less than \$1,000,000.00, in order to more effectively address smaller construction needs for County facilities.	The County Attorney's Office will continue to work with Administration and key County staff to develop a formal solicitation to initiate the process.
SB 180 Impacts	The County Attorney's Office continues to monitor the impacts of SB 180 and the legal challenges to the same. We will be bringing an ordinance forward to repeal our recent Land Development Regulation revisions related to mobile home developments. In addition, the drafting of revised mining regulations and the dark sky ordinance which we discussed early in the year through separate Statements of Legislative Intent will also be placed on hold.	
Donations	It has come to the attention of the County Attorney's Office that citizens approach County departments at times to offer donations. There is no current procedure for acceptance and disbursement of the donations.	We are working on developing a uniform way of handling the same.
Public Safety Coordinating Council	The County Attorney's Office is working on making sure we are following Florida Statutes related to the Public Safety Coordinating Council.	
Law Library	The County Attorney's Office is working with members of the Tenth Judicial Circuit to determine potential criteria and functionality of a Law Library Committee.	
Consolidation of Agreements	The County Attorney's Office is working with Business Services on consolidating master service agreements for certain services provided on behalf of special districts within Highlands County.	All existing agreements are being gathered in order to consolidate the same into one Master Services Agreement.

Library	Policy of Conduct	We are working on additonal revisions to the policy to accommodate recent events and experiences in the Library
Solid Waste	The County Attorney's Office is preparing the new Solid Waste Agreement and working on revisions to the Solid Waste Ordinance	The current Agreement expires on September 30, 2026. Amendment 3 to extend the current Agreement has been drafted, routed internally for review and forwarded to the Contractor for review.
Affidavits for Certain Service Agreements	The County Attorney's Office is working on affidavit forms to include in solicitations going forward.	We are currently working on drafting form affidavits to include in certain solicitations going forward in order to streamline solicitations and certain agreements.
Software Agreements	The County Attorney's Office is working on drafting standardized contract language for software agreements.	We are drafting standardized contract language to include in software agreements in order to streamline and expedite the approval of software agreements.
Community Programs	Legal Aid Agreement	The Office of the County Attorney continues to work with Community Programs to revise the County's Agreement for Legal Aid Services for qualifying County residents. A final draft has been prepared and we are now working on drafting a client satisfaction survey to attach to the Agreement, which will allow for the assessment of the provider's performance without violating the attorney-client privilege.
Community Programs	SHIP Progam	The Office of the County Attorney is working with Community Programs to revamp the County's SHIP program, including the ability to award funds to subrecipients and implementing Master Services Agreements with inspectors through the County's formal competitive bidding process.
Public Safety	HCFR Mutual Aid Agreement with City of Sebring	The Office of the County Attorney provided the approved agreement to the City for their signature on June 17th. Awaiting their response.
Sun 'N Lake of Sebring	Amendments to the Highlands County Code of Ordinances related to the election of the Board of Supervisors for this Dependent Special District.	The Office of the County Attorney is close to being finished with the first draft of the proposed ordinance and anticipates bringing it before the Board for consideration in the next couple of meetings.
Property Tax Ballot Language Lawsuit	A lawsuit has been filed by a Florida not-for-profit corpoartion related to the proposed ballot language for the property tax revisions.	The Office of the County Attorney will continue to monitor and advise of any updates as they are available.

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter:

Subject/Title: County Administrator Status Report

Statement of Issue

Recommended Action

Fiscal Impact

Attachments:

1. County Administrator Report



UNIVERSITY OF FLORIDA ALUMNI ASSOCIATION
40 UNDER 40 AWARD



Dawn Ritter

Natural Resources Manager

Highlands County

BS '12, MS '15 • Sebring, Florida

A Florida native and two-time University of Florida graduate, Dawn has dedicated her career to protecting the state's most treasured natural resources. She leads water-quality, biodiversity, and endangered-species habitat programs for Highlands County.

ANNOUNCEMENT
ANNOUNCEMENT

Dawn has secured and managed multimillion-dollar grants for watershed restoration, reducing nutrient loading into Lake Okeechobee and advancing conservation of critical habitats on the Lake Wales Ridge. She is one of only a few certified lake managers in the state, recognized by the North American Lake Management Society.

Beyond her professional role, Dawn is a passionate educator and community leader. She has taught as an adjunct professor, mentored students through collaborative research in limnology and endangered species, and judged science fairs for over a decade. She has presented to schools, civic clubs, and community organizations — reaching thousands with environmental sciences education. As a master diver, she has supported more than 200 freshwater and saltwater cleanup efforts across Florida.

Dawn's career embodies the Gator Nation's values of research, service, and leadership. Her work protects Florida's waters and inspires the next generation of conservation leaders.

Congratulations Dawn

**600 S. Commerce Ave.
Sebring, Florida 33875
863.402.6500**

**lhurner@highlandsfl.gov
Highlandsfl.gov**

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Laurie Hurner, County Administrator

Subject/Title: Letter of Support National Education Association Grant for Arts Project

Statement of Issue

Recommended Action

Fiscal Impact

None

Attachments:

1. LOS SFSC NEA Grant



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION**

600 S. Commerce Ave., Sebring, Florida 33870

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

July 14, 2026

RE: NEA GAP Grant 2027-2028

To the Grant Review Committee:

Visit Sebring is pleased to formally express our continued partnership with the Performing Arts at South Florida State College for the 2027–2028 season. As our region's premier entertainment venue, the Wildstein Center serves as a vital anchor for the Florida Heartland, consistently delivering a caliber of programming—from national Broadway tours to Grammy Award-winning artists—that rivals major metropolitan hubs.

The Kaleidoscope Series is an essential component of our destination's appeal. By providing free, accessible, and high-quality programming, the College creates genuine cultural equity, inviting both our residents and regional visitors to experience artists like Damon Fowler, Quarteto Nuevo, and the Astralis Ensemble. The Young People's Theatre Series brings entertainment and educational programming to students who would otherwise have virtually no chance of experiencing. These performances do more than entertain; they foster a vibrant sense of place that is critical to our mission of community and economic growth.

The data underscores this impact. Our tracking indicates that 50% of the Wildstein Center's patrons are visitors to the greater Sebring area. These visitors represent a significant economic engine for our community; beyond the immediate benefit of a Kaleidoscope concert, these guests frequently transition into repeat visitors, contributing to our local economy through restaurant patronage, retail spending, and attendance at additional area attractions.

The numbers from the 2024–2025 season—an impressive attendance of 44,868 and a documented economic impact exceeding \$2 million—are a testament to the fact that the arts are, quite simply, good business in Highlands County.

The Kaleidoscope Series is a model for how cultural programming can serve as a catalyst for tourism and community development. We fully support this grant request and look forward to our continued collaboration in bringing world-class experiences to the Heartland.

Sincerely,

Laurie A. Hurner, MA
Highlands County Administrator



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave. Sebring, Florida 33870

**Highlands County
Board of County Commissioners Agenda Item**

Date of Action Request: July 21, 2026

Presenter: Laurie Hurner, County Administrator

Subject/Title: Board payables from July 21, 2026, through August 3, 2026

Statement of Issue

Recommended Action

Fiscal Impact

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Attachments:

None