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**AMERICAN RED CROSS MONTH
MARCH 2016**

PROCLAMATION

The American Red Cross Month is a special time to recognize and thank our Everyday Heroes – those who reach out to help people in need.

American Red Cross heroes help disaster victims recover. They bring comfort to families who have lost their homes to fire. They brighten the day of an injured service member. They step forward to help someone having a heart attack.

We would like to remember our heroes in the City of Avon Park who help people in need. They work tirelessly to assist their neighbors when they need a helping hand.

Across the country and around the world, the American Red Cross responded to disasters. When a family was displaced due to a fire, the Red Cross provided shelter, when an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there.

Whereas, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time and money to fulfill its humanitarian mission.

NOW, THEREFORE, I, Sharon Schuler, Mayor of the City of Avon Park by virtue of the authority vested in me by the laws of the City of Avon Park, do hereby proclaim March 2016 as American Red Cross Month.

I encourage all Americans to support this organization and its noble humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of March, in the year of our Lord two thousand sixteen, and of the City of Avon Park, Florida.



Sharon Schuler, Mayor

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CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
February 22, 2016

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles Councilman Parke Sutherland Councilman Terry Heston, Councilperson Dora Smith.

Members Absent: None

Others Present: City Manager Julian DeLeon, Administrative Services Director/City Clerk Maria Sutherland, Attorney Gerald T. Buhr, Members of Press and Audience.

Mayor Sharon Schuler called the meeting to order at 6:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

City Manager Julian DeLeon presented the consent agenda, with the exception of item C- 8 budget adjustment, and asked that this item be moved to E-11.

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve consent agenda as presented by City Manager Julian DeLeon. Motion passed unanimously.

Deputy Mayor Brenda Giles attended the Chamber meeting and she went over Chamber planned events and Chamber board direction.

City Clerk Maria Sutherland reported she had attended a RPAC Meeting and stated that the City was approved by the Advisory Board to receive \$210,000 for Durrah Martin fence and parking lot improvements and \$7,000.00 for a new scoreboard at the Martin Luther King, Jr., football field. The County Commission is to consider approval of the \$217,000. In RPAC funds on March 15.

City Manager Julian DeLoen gave an overview of the City's Infrastructure improvement projects and gave updates of phases of completion.

Resolution 16-05 Consideration of County Fire Services: City Attorney Gerald Buhr read Resolution 16-05 into the record. City Manager Julian DeLeon gave an overview of the proposed resolution. Councilman Parke Sutherland suggested some changes to wording of the Resolution that Attorney Buhr will edit and complete.

Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve Resolution 16-05 with the changes he had suggested. Attorney Gerald Buhr stated he had noted the changes. Motion passed unanimously.

Bid Award: Glenwood Water Plant – New Well: City Manager Julian DeLeon explained the need for two new wells.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve the bid from L-7 in the amount of \$417,000. Subject to City Attorney Gerald Buhr and L-7 to agree to a contract. Motion passed unanimously.

Motion by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to amend that if L-7 does not accept the contract that the bid come back to the Council, and they may decide to rebid the job. Motion passed unanimously.

Motion by Councilman Parke Sutherland, Seconded by Councilwoman Dora Smith to authorize Mayor Sharon Schuler to sign the contract with L-7. Motion passed unanimously.

Motion by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to approve the budget adjustment in the amount of \$232,000.00 for the municipal wells. Motion passed unanimously.

Resolution 16-04 Maintenance of Rights-of -way Agreement with DOT: Resolution 16-04 was read into the record by City Attorney Gerald Buhr.

Motion by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve Resolution 16-04 as read. Motion passed unanimously.

Mutual Aid Agreement between City and AP Air Force Range Fire Dept.:

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve the Mutual Aid Agreement between City and AP Air Force range fire Dept. as presented. Motion passed unanimously.

Meeting adjourned at 7:00 PM

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

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Proposed Committee Substitute by the Committee on Appropriations
(Appropriations Subcommittee on General Government)

A bill to be entitled

1
2 An act relating to the regulation of oil and gas
3 resources; amending s. 377.06, F.S.; preempting the
4 regulation of all matters relating to the exploration,
5 development, production, processing, storage, and
6 transportation of oil and gas; declaring ordinances
7 and regulations relating thereto void; providing an
8 exception for certain zoning or land use requirements;
9 ordinances and regulations relating thereto void;
10 providing an exception for certain zoning ordinances;
11 amending s. 377.19, F.S.; applying the definitions of
12 certain terms to additional sections of ch. 377, F.S.;
13 revising the definition of the term "division";
14 conforming a cross-reference; defining the term "high-
15 pressure well stimulation"; amending s. 377.22, F.S.;
16 revising the rulemaking authority of the Department of
17 Environmental Protection; amending s. 377.24, F.S.;
18 requiring that a permit be obtained before the
19 performance of a high-pressure well stimulation;
20 specifying that a permit may authorize single or
21 multiple activities; revising provisions that prohibit
22 the Division of Water Resource Management from
23 granting permits to drill gas or oil wells; providing
24 notice requirements for an application of such permit;
25 prohibiting the department from approving permits for
26 high-pressure well stimulation until certain rules are
27 adopted and take effect; requiring legislative



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28 ratification of such rules; amending s. 377.241, F.S.;

29 requiring the Division of Water Resource Management to

30 give consideration to and be guided by certain

31 additional criteria when issuing permits; amending s.

32 377.242, F.S.; authorizing the department to issue

33 permits for the performance of a high-pressure well

34 stimulation; revising permit requirements that

35 permitholders agree not to prevent division

36 inspections; amending s. 377.2425, F.S.; requiring an

37 applicant or operator to provide surety that

38 performance of a high-pressure well stimulation will

39 be conducted in a safe and environmentally compatible

40 manner; creating s. 377.2436, F.S.; requiring the

41 department to conduct a study on high-pressure well

42 stimulation; providing study criteria; requiring the

43 study to be submitted to the Governor and Legislature

44 and posted on the department website; prohibiting the

45 department from adopting rules until the study has

46 been submitted to the Legislature; requiring the

47 department to adopt rules under certain conditions by

48 a specified date; amending s. 377.37, F.S.; increasing

49 the maximum amount of a civil penalty; creating s.

50 377.45, F.S.; requiring the department to designate

51 the national chemical disclosure registry as the

52 state's registry; requiring service providers,

53 vendors, and well owners or operators to report

54 certain information to the department; requiring the

55 department to report certain information to the

56 national chemical registry; providing applicability;



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57 requiring the department to adopt rules; amending ss.
58 377.07, 377.10, 377.243, and 377.244, F.S.; making
59 technical changes; conforming provisions to changes
60 made by the act; providing an appropriation; providing
61 an effective date.

62
63 Be It Enacted by the Legislature of the State of Florida:

64
65 Section 1. Section 377.06, Florida Statutes, is amended to
66 read:

67 377.06 Public policy of state concerning natural resources
68 of oil and gas; preemption.-

69 (1) It is ~~hereby declared~~ the public policy of this state
70 to conserve and control the natural resources of oil and gas in
71 this state, and the products made from oil and gas in this
72 state; to prevent waste of natural resources; to provide for the
73 protection and adjustment of the correlative rights of the
74 owners of the land in which the natural resources lie, of the
75 owners and producers of oil and gas resources and the products
76 made from oil and gas, and of others interested in these
77 resources and products; and to safeguard the health, property,
78 and public welfare of the residents of this state and other
79 interested persons ~~and for all purposes indicated by the~~
80 ~~provisions in this section.~~

81 (2) ~~Further,~~ It is the public policy of this state declared
82 that underground storage of natural gas is in the public
83 interest because underground storage promotes conservation of
84 natural gas, + makes gas more readily available to the domestic,
85 commercial, and industrial consumers of this state, + and allows



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86 the accumulation of large quantities of gas in reserve for
87 orderly withdrawal during emergencies or periods of peak demand.
88 It is not the intention of this section to limit, restrict, or
89 modify in any way the provisions of this law.

90 (3) The Legislature declares that all matters relating to
91 the regulation of the exploration, development, production,
92 processing, storage, and transportation of oil and gas are
93 preempted to the state, to the exclusion of all existing and
94 future ordinances or regulations relating thereto adopted by any
95 county, municipality, or other political subdivision of the
96 state. All such ordinances or regulations are hereby declared
97 void as a matter of law, including those that impose a
98 moratorium or effect a ban on one or more of these activities. A
99 county or municipality may, however, adopt and enforce zoning or
100 land use requirements which affect the use of property for the
101 exploration, development, production, processing, storage or
102 transportation of oil and gas, with the exception of geophysical
103 operations pursuant to s. 377.2424(3), so long as such zoning or
104 land use requirements would not impose a moratorium on,
105 effectively prohibit, or inordinately burden one or more of
106 these activities on a subject property.

107 Section 2. Section 377.19, Florida Statutes, is amended to
108 read:

109 377.19 Definitions.—As used in ss. 377.06, 377.07, and
110 ~~377.10-377.45~~ ~~377.10-377.40~~, the term:

111 (1) "Completion date" means the day, month, and year that a
112 new productive well, a previously shut-in well, or a temporarily
113 abandoned well is completed, repaired, or recompleted and the
114 operator begins producing oil or gas in commercial quantities.



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115 (2) "Department" means the Department of Environmental
116 Protection.

117 (3) "Division" means the Division of Water Resource
118 Management of the Department of Environmental Protection.

119 (4) "Field" means the general area that is underlaid, or
120 appears to be underlaid, by at least one pool. The term includes
121 the underground reservoir, or reservoirs, containing oil or gas,
122 or both. The terms "field" and "pool" mean the same thing if
123 only one underground reservoir is involved; however, the term
124 "field," unlike the term "pool," may relate to two or more
125 pools.

126 (5) "Gas" means all natural gas, including casinghead gas,
127 and all other hydrocarbons not defined as oil in subsection (16)
128 ~~(15)~~.

129 (6) "High-pressure well stimulation" means all stages of a
130 well intervention performed by injecting fluids into a rock
131 formation at high pressure that exceeds the fracture gradient of
132 the rock formation in order to propagate fractures in such
133 formation to increase production at an oil or gas well by
134 improving the flow of hydrocarbons from the formation into the
135 wellbore. The term does not include well stimulation or
136 conventional workover procedures that may incidentally fracture
137 the formation near the wellbore.

138 ~~(7)~~ ~~(6)~~ "Horizontal well" means a well completed with the
139 wellbore in a horizontal or nearly horizontal orientation within
140 10 degrees of horizontal within the producing formation.

141 ~~(8)~~ ~~(7)~~ "Illegal gas" means gas that has been produced
142 within the state from any well or wells in excess of the amount
143 allowed by any rule, regulation, or order of the division, as



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144 distinguished from gas produced within the State of Florida from
145 a well not producing in excess of the amount so allowed, which
146 is "legal gas."

147 ~~(9)~~ ~~(8)~~ "Illegal oil" means oil that has been produced
148 within the state from any well or wells in excess of the amount
149 allowed by rule, regulation, or order of the division, as
150 distinguished from oil produced within the state from a well not
151 producing in excess of the amount so allowed, which is "legal
152 oil."

153 ~~(10)~~ ~~(9)~~ "Illegal product" means a product of oil or gas,
154 any part of which was processed or derived, in whole or in part,
155 from illegal gas or illegal oil or from any product thereof, as
156 distinguished from "legal product," which is a product processed
157 or derived to no extent from illegal oil or illegal gas.

158 ~~(11)~~ ~~(10)~~ "Lateral storage reservoir boundary" means the
159 projection up to the land surface of the maximum horizontal
160 extent of the gas volume contained in a natural gas storage
161 reservoir.

162 ~~(12)~~ ~~(11)~~ "Native gas" means gas that occurs naturally
163 within this state and does not include gas produced outside the
164 state, transported to this state, and injected into a permitted
165 natural gas storage facility.

166 ~~(13)~~ ~~(12)~~ "Natural gas storage facility" means an
167 underground reservoir from which oil or gas has previously been
168 produced and which is used or to be used for the underground
169 storage of natural gas, and any surface or subsurface structure,
170 or infrastructure, except wells. The term also includes a right
171 or appurtenance necessary or useful in the operation of the
172 facility for the underground storage of natural gas, including



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173 any necessary or reasonable reservoir protective area as
174 designated for the purpose of ensuring the safe operation of the
175 storage of natural gas or protecting the natural gas storage
176 facility from pollution, invasion, escape, or migration of gas,
177 or any subsequent extension thereof. The term does not mean a
178 transmission, distribution, or gathering pipeline or system that
179 is not used primarily as integral piping for a natural gas
180 storage facility.

181 (14)~~(13)~~ "Natural gas storage reservoir" means a pool or
182 field from which gas or oil has previously been produced and
183 which is suitable for or capable of being made suitable for the
184 injection, storage, and recovery of gas, as identified in a
185 permit application submitted to the department under s.
186 377.2407.

187 (15)~~(14)~~ "New field well" means an oil or gas well
188 completed after July 1, 1997, in a new field as designated by
189 the Department of Environmental Protection.

190 (16)~~(15)~~ "Oil" means crude petroleum oil and other
191 hydrocarbons, regardless of gravity, which are produced at the
192 well in liquid form by ordinary production methods, and which
193 are not the result of condensation of gas after it leaves the
194 reservoir.

195 (17)~~(16)~~ "Oil and gas" has the same meaning as the term
196 "oil or gas."

197 (18)~~(17)~~ "Oil and gas administrator" means the State
198 Geologist.

199 (19)~~(18)~~ "Operator" means the entity who:

- 200 (a) Has the right to drill and to produce a well; or
201 (b) As part of a natural gas storage facility, injects, or



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202 is engaged in the work of preparing to inject, gas into a
203 natural gas storage reservoir; or stores gas in, or removes gas
204 from, a natural gas storage reservoir.

205 ~~(20)-(19)~~ "Owner" means the person who has the right to
206 drill into and to produce from any pool and to appropriate the
207 production for the person or for the person and another, or
208 others.

209 ~~(21)-(20)~~ "Person" means a natural person, corporation,
210 association, partnership, receiver, trustee, guardian, executor,
211 administrator, fiduciary, or representative of any kind.

212 ~~(22)-(21)~~ "Pool" means an underground reservoir containing
213 or appearing to contain a common accumulation of oil or gas or
214 both. Each zone of a general structure which is completely
215 separated from any other zone on the structure is considered a
216 separate pool as used herein.

217 ~~(23)-(22)~~ "Producer" means the owner or operator of a well
218 or wells capable of producing oil or gas, or both.

219 ~~(24)-(23)~~ "Product" means a commodity made from oil or gas
220 and includes refined crude oil, crude tops, topped crude,
221 processed crude petroleum, residue from crude petroleum,
222 cracking stock, uncracked fuel oil, fuel oil, treated crude oil,
223 residuum, gas oil, casinghead gasoline, natural gas gasoline,
224 naphtha, distillate, condensate, gasoline, waste oil, kerosene,
225 benzine, wash oil, blended gasoline, lubricating oil, blends or
226 mixtures of oil with one or more liquid products or byproducts
227 derived from oil or gas, and blends or mixtures of two or more
228 liquid products or byproducts derived from oil or gas, whether
229 hereinabove enumerated or not.

230 ~~(25)-(24)~~ "Reasonable market demand" means the amount of oil



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231 reasonably needed for current consumption, together with a
232 reasonable amount of oil for storage and working stocks.

233 ~~(26)~~~~(25)~~ "Reservoir protective area" means the area
234 extending up to and including 2,000 feet surrounding a natural
235 gas storage reservoir.

236 ~~(27)~~~~(26)~~ "Shut-in bottom hole pressure" means the pressure
237 at the bottom of a well when all valves are closed and no oil or
238 gas has been allowed to escape for at least 24 hours.

239 ~~(28)~~~~(27)~~ "Shut-in well" means an oil or gas well that has
240 been taken out of service for economic reasons or mechanical
241 repairs.

242 ~~(29)~~~~(28)~~ "State" means the State of Florida.

243 ~~(30)~~~~(29)~~ "Temporarily abandoned well" means a permitted
244 well or wellbore that has been abandoned by plugging in a manner
245 that allows reentry and redevelopment in accordance with oil or
246 gas rules of the Department of Environmental Protection.

247 ~~(31)~~~~(30)~~ "Tender" means a permit or certificate of
248 clearance for the transportation or the delivery of oil, gas, or
249 products, approved and issued or registered under the authority
250 of the division.

251 ~~(32)~~~~(31)~~ "Waste," in addition to its ordinary meaning,
252 means "physical waste" as that term is generally understood in
253 the oil and gas industry. The term "waste" includes:

254 (a) The inefficient, excessive, or improper use or
255 dissipation of reservoir energy; and the locating, spacing,
256 drilling, equipping, operating, or producing of any oil or gas
257 well or wells in a manner that results, or tends to result, in
258 reducing the quantity of oil or gas ultimately to be stored or
259 recovered from any pool in this state.



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260 (b) The inefficient storing of oil; and the locating,
261 spacing, drilling, equipping, operating, or producing of any oil
262 or gas well or wells in a manner that causes, or tends to cause,
263 unnecessary or excessive surface loss or destruction of oil or
264 gas.

265 (c) The producing of oil or gas in a manner that causes
266 unnecessary water channeling or coning.

267 (d) The operation of any oil well or wells with an
268 inefficient gas-oil ratio.

269 (e) The drowning with water of any stratum or part thereof
270 capable of producing oil or gas.

271 (f) The underground waste, however caused and whether or
272 not defined.

273 (g) The creation of unnecessary fire hazards.

274 (h) The escape into the open air, from a well producing
275 both oil and gas, of gas in excess of the amount that is
276 necessary in the efficient drilling or operation of the well.

277 (i) The use of gas for the manufacture of carbon black.

278 (j) Permitting gas produced from a gas well to escape into
279 the air.

280 (k) The abuse of the correlative rights and opportunities
281 of each owner of oil and gas in a common reservoir due to
282 nonuniform, disproportionate, and unratable withdrawals, causing
283 undue drainage between tracts of land.

284 ~~(33)~~⁽³²⁾ "Well site" means the general area around a well,
285 which area has been disturbed from its natural or existing
286 condition, as well as the drilling or production pad, mud and
287 water circulation pits, and other operation areas necessary to
288 drill for or produce oil or gas, or to inject gas into and



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289 recover gas from a natural gas storage facility.

290 Section 3. Subsection (2) of section 377.22, Florida
291 Statutes, is amended to read:

292 377.22 Rules and orders.—

293 (2) The department shall issue orders and adopt rules
294 pursuant to ss. 120.536 and 120.54 to implement and enforce ~~the~~
295 ~~provisions of~~ this chapter. Such rules and orders shall ensure
296 that all precautions are taken to prevent the spillage of oil or
297 any other pollutant in all phases of the drilling for, and
298 extracting of, oil, gas, or other petroleum products, including
299 high-pressure well stimulations, or during the injection of gas
300 into and recovery of gas from a natural gas storage reservoir.
301 The department shall revise such rules from time to time as
302 necessary for the proper administration and enforcement of this
303 chapter. Rules adopted and orders issued in accordance with this
304 section are for, but not limited to, the following purposes:

305 (a) To require the drilling, casing, and plugging of wells
306 to be done in such a manner as to prevent the pollution of the
307 fresh, salt, or brackish waters or the lands of the state and to
308 protect the integrity of natural gas storage reservoirs.

309 (b) To prevent the alteration of the sheet flow of water in
310 any area.

311 (c) To require that appropriate safety equipment be
312 installed to minimize the possibility of an escape of oil or
313 other petroleum products in the event of accident, human error,
314 or a natural disaster during drilling, casing, or plugging of
315 any well and during extraction operations.

316 (d) To require the drilling, casing, and plugging of wells
317 to be done in such a manner as to prevent the escape of oil or



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318 other petroleum products from one stratum to another.

319 (e) To prevent the intrusion of water into an oil or gas
320 stratum from a separate stratum, except as provided by rules of
321 the division relating to the injection of water for proper
322 reservoir conservation and brine disposal.

323 (f) To require a reasonable bond, or other form of security
324 acceptable to the department, conditioned upon properly
325 drilling, casing, producing, and operating each well and
326 properly plugging ~~the performance of the duty to plug~~ properly
327 each dry and abandoned well and upon the full and complete
328 restoration by the applicant of the area over which geophysical
329 exploration, drilling, or production is conducted to the similar
330 contour and general condition in existence before ~~prior to~~ such
331 operation.

332 (g) To require and carry out a reasonable program of
333 monitoring and inspecting ~~or inspection of~~ all drilling
334 operations, high-pressure well stimulations, producing wells, ~~or~~
335 injecting wells, and well sites, including regular inspections
336 by division personnel. Inspections are required during the
337 testing of blowout preventers, during the pressure testing of
338 the casing and casing shoe, and during the integrity testing of
339 the cement plugs in plugging and abandonment operations.

340 (h) To require the making of reports showing the location
341 of all oil and gas wells; the making and filing of logs; the
342 taking and filing of directional surveys; the filing of
343 electrical, sonic, radioactive, and mechanical logs of oil and
344 gas wells; if taken, the saving of cutting and cores, the cuts
345 of which shall be given to the Bureau of Geology; and the making
346 of reports with respect to drilling and production records.



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347 However, such information, or any part thereof, at the request
348 of the operator, shall be exempt from ~~the provisions of s.~~
349 119.07(1) and held confidential by the division for a ~~period of~~
350 1 year after the completion of a well.

351 (i) To prevent wells from being drilled, operated, or
352 produced in such a manner as to cause injury to neighboring
353 leases, property, or natural gas storage reservoirs.

354 (j) To prevent the drowning by water of any stratum, or
355 part thereof, capable of producing oil or gas in paying
356 quantities and to prevent the premature and irregular
357 encroachment of water which reduces, or tends to reduce, the
358 total ultimate recovery of oil or gas from any pool.

359 (k) To require the operation of wells with efficient gas-
360 oil ratio, and to fix such ratios.

361 (l) To prevent "blowouts," "caving," and "seepage," in the
362 sense that conditions indicated by such terms are generally
363 understood in the oil and gas business.

364 (m) To prevent fires.

365 (n) To identify the ownership of all oil or gas wells,
366 producing leases, refineries, tanks, plants, structures, and
367 storage and transportation equipment and facilities.

368 (o) To regulate the "shooting," perforating, ~~and~~ chemical
369 treatment, and high-pressure stimulations of wells.

370 (p) To regulate secondary recovery methods, including the
371 introduction of gas, air, water, or other substance into
372 producing formations.

373 (q) To regulate gas cycling operations.

374 (r) To regulate the storage and recovery of gas injected
375 into natural gas storage facilities.



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376 (s) If necessary for the prevention of waste, as herein
377 defined, to determine, limit, and prorate the production of oil
378 or gas, or both, from any pool or field in the state.

379 (t) To require, either generally or in or from particular
380 areas, certificates of clearance or tenders in connection with
381 the transportation or delivery of oil or gas, or any product.

382 (u) To regulate the spacing of wells and to establish
383 drilling units.

384 (v) To prevent, so far as is practicable, reasonably
385 avoidable drainage from each developed unit which is not
386 equalized by counterdrainage.

387 (w) To require that geophysical operations requiring a
388 permit be conducted in a manner which will minimize the impact
389 on hydrology and biota of the area, especially environmentally
390 sensitive lands and coastal areas.

391 (x) To regulate aboveground crude oil storage tanks in a
392 manner which will protect the water resources of the state.

393 (y) To act in a receivership capacity for fractional
394 mineral interests for which the owners are unknown or unlocated
395 and to administratively designate the operator as the lessee.

396 (z) To evaluate the history of prior adjudicated,
397 uncontested, or settled violations committed by permit
398 applicants or the applicants' affiliated entities of any
399 substantive and material rule or law pertaining to the
400 regulation of oil or gas.

401 Section 4. Subsections (1), (2), (4), and (5) of section
402 377.24, Florida Statutes, are amended, and subsections (10) and
403 (11) are added to that section, to read:

404 377.24 Notice of intention to drill well; permits;



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405 abandoned wells and dry holes.-

406 (1) Before drilling a well in search of oil or gas, before
407 performing a high-pressure well stimulation, or before storing
408 gas in or recovering gas from a natural gas storage reservoir,
409 the person who desires to drill for, store, or recover gas, ~~or~~
410 drill for oil or gas, or perform a high-pressure well
411 stimulation shall notify the division upon such form as it may
412 prescribe and shall pay a reasonable fee set by rule of the
413 department not to exceed the actual cost of processing and
414 inspecting for each well or reservoir. The drilling of any well,
415 the performance of any high-pressure well stimulation, and the
416 storing and recovering of gas are prohibited until such notice
417 is given, the fee is paid, and a the permit is granted. A permit
418 may authorize a single activity or multiple activities.

419 (2) An application for the drilling of a well in search of
420 oil or gas, for the performance of a high-pressure well
421 stimulation, or for the storing of gas in and recovering of gas
422 from a natural gas storage reservoir, in this state must include
423 the address of the residence of the applicant, or applicants,
424 which must be the address of each person involved in accordance
425 with the records of the Division of Water Resource Management
426 until such address is changed on the records of the division
427 after written request.

428 (4) Application for permission to drill or abandon any well
429 or perform a high-pressure well stimulation may be denied by the
430 division for only just and lawful cause.

431 (5) No permit to drill a gas or oil well shall be granted
432 within the jurisdictional boundaries of any municipality or
433 county, unless the applicant provides notice of the permit



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434 application, by certified mail, to the corporate limits of any
435 municipality, unless the governing authority of the county or
436 municipality. The applicant shall include a copy of the notice
437 with the permit application shall have first duly approved the
438 application for such permit by resolution.

439 (10) The department may not approve a permit to authorize a
440 high-pressure well stimulation until the department adopts rules
441 for high-pressure well stimulations which are based upon the
442 findings of the study required pursuant to s. 377.2436 and such
443 rules take effect.

444 (11) The rules for high-pressure well stimulation shall be
445 submitted to the President of the Senate and Speaker of the
446 House of Representatives and such rules may not take effect
447 until they are ratified by the Legislature.

448 Section 5. Subsections (5), (6), and 7 are added to section
449 377.241, Florida Statutes, to read:

450 377.241 Criteria for issuance of permits.—The division, in
451 the exercise of its authority to issue permits as hereinafter
452 provided, shall give consideration to and be guided by the
453 following criteria:

454 (5) For high-pressure well stimulations, whether the high-
455 pressure well stimulation as proposed is designed to ensure
456 that:

457 (a) The groundwater near the well location, including
458 groundwater through which the well will be or has been drilled,
459 is not contaminated as a result of the high-pressure well
460 stimulation; and

461 (b) The high-pressure well stimulation is consistent with
462 the public policy of this state as specified in s. 377.06.



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463 (6) As a basis for permit denial or imposition of specific
464 permit conditions, including increased bonding up to five times
465 the applicable limits and increased monitoring, the history of
466 prior adjudicated, uncontested, or settled violations committed
467 by the applicant or an affiliated entity of the applicant of any
468 substantive and material rule or law pertaining to the
469 regulation of oil or gas, including violations that occurred
470 outside the state.

471 (7) Matters raised in comments timely submitted by a
472 municipality or county to the division pursuant to s. 377.24(5).

473 Section 6. Section 377.242, Florida Statutes, is amended to
474 read:

475 377.242 Permits for drilling or exploring and extracting
476 through well holes or by other means.—The department is vested
477 with the power and authority:

478 (1) (a) To issue permits for the performance of a high-
479 pressure well stimulation or the drilling for, exploring for, or
480 production of oil, gas, or other petroleum products that which
481 are to be extracted from below the surface of the land,
482 including submerged land, only through the well hole drilled for
483 oil, gas, and other petroleum products.

484 1. A ~~No~~ structure intended for the drilling for, or
485 production of, oil, gas, or other petroleum products may not be
486 permitted or constructed on any submerged land within any bay or
487 estuary.

488 2. A ~~No~~ structure intended for the drilling for, or
489 production of, oil, gas, or other petroleum products may not be
490 permitted or constructed within 1 mile seaward of the coastline
491 of the state.



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492 3. A ~~ne~~ structure intended for the drilling for, or
493 production of, oil, gas, or other petroleum products may not be
494 permitted or constructed within 1 mile of the seaward boundary
495 of any state, local, or federal park or aquatic or wildlife
496 preserve or on the surface of a freshwater lake, river, or
497 stream.

498 4. A ~~ne~~ structure intended for the drilling for, or
499 production of, oil, gas, or other petroleum products may not be
500 permitted or constructed within 1 mile inland from the shoreline
501 of the Gulf of Mexico, the Atlantic Ocean, or any bay or estuary
502 or within 1 mile of any freshwater lake, river, or stream unless
503 the department is satisfied that the natural resources of such
504 bodies of water and shore areas of the state will be adequately
505 protected in the event of accident or blowout.

506 5. Without exception, after July 1, 1989, a ~~ne~~ structure
507 intended for the drilling for, or production of, oil, gas, or
508 other petroleum products may not be permitted or constructed
509 south of 26°00'00" north latitude off Florida's west coast and
510 south of 27°00'00" north latitude off Florida's east coast,
511 within the boundaries of Florida's territorial seas as defined
512 in 43 U.S.C. s. 1301. After July 31, 1990, a ~~ne~~ structure
513 intended for the drilling for, or production of, oil, gas, or
514 other petroleum products may not be permitted or constructed
515 north of 26°00'00" north latitude off Florida's west coast to
516 the western boundary of the state bordering Alabama as set forth
517 in s. 1, Art. II of the State Constitution, or located north of
518 27°00'00" north latitude off Florida's east coast to the
519 northern boundary of the state bordering Georgia as set forth in
520 s. 1, Art. II of the State Constitution, within the boundaries



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521 of Florida's territorial seas as defined in 43 U.S.C. s. 1301.

522 (b) Subparagraphs (a)1. and 4. do not apply to permitting
523 or construction of structures intended for the drilling for, or
524 production of, oil, gas, or other petroleum products pursuant to
525 an oil, gas, or mineral lease of such lands by the state under
526 which lease any valid drilling permits are in effect on the
527 effective date of this act. In the event that such permits
528 contain conditions or stipulations, such conditions and
529 stipulations shall govern and supersede subparagraphs (a)1. and
530 4.

531 (c) The prohibitions of subparagraphs (a)1.-4. ~~in this~~
532 ~~subsection~~ do not include "infield gathering lines," provided no
533 other placement is reasonably available and all other required
534 permits have been obtained.

535 (2) To issue permits to explore for and extract minerals
536 which are subject to extraction from the land by means other
537 than through a well hole.

538 (3) To issue permits to establish natural gas storage
539 facilities or construct wells for the injection and recovery of
540 any natural gas for storage in natural gas storage reservoirs.

541
542 Each permit shall contain an agreement by the permitholder that
543 the permitholder will not prevent inspection by division
544 personnel at any time, including during installation and
545 cementing of casing, during the testing of blowout preventers,
546 during the pressure testing of the casing and casing shoe, and
547 during the integrity testing of the cement plugs in plugging and
548 abandonment operations. The provisions of this section
549 prohibiting permits for drilling or exploring for oil in coastal



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550 waters do not apply to any leases entered into before June 7,
551 1991.

552 Section 7. Subsection (1) of section 377.2425, Florida
553 Statutes, is amended to read:

554 377.2425 Manner of providing security for geophysical
555 exploration, drilling, and production.-

556 (1) Before ~~Prior to~~ granting a permit for conducting to
557 ~~conduct~~ geophysical operations; drilling of exploratory,
558 injection, or production wells; producing oil and gas from a
559 wellhead; performing a high-pressure well stimulation; or
560 transporting oil and gas through a field-gathering system, the
561 department shall require the applicant or operator to provide
562 surety that these operations will be conducted in a safe and
563 environmentally compatible manner.

564 (a) The applicant for a drilling, production, high-pressure
565 well stimulation, or injection well permit or a geophysical
566 permit may provide the following types of surety to the
567 department for this purpose:

568 1. A deposit of cash or other securities made payable to
569 the Minerals Trust Fund. Such cash or securities so deposited
570 shall be held at interest by the Chief Financial Officer to
571 satisfy safety and environmental performance provisions of this
572 chapter. The interest shall be credited to the Minerals Trust
573 Fund. Such cash or other securities shall be released by the
574 Chief Financial Officer upon request of the applicant and
575 certification by the department that all safety and
576 environmental performance provisions established by the
577 department for permitted activities have been fulfilled.

578 2. A bond of a surety company authorized to do business in



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579 the state in an amount as provided by rule.

580 3. A surety in the form of an irrevocable letter of credit
581 in an amount as provided by rule guaranteed by an acceptable
582 financial institution.

583 (b) An applicant for a drilling, production, high-pressure
584 well stimulation, or injection well permit, or a permittee who
585 intends to continue participating in long-term production
586 activities of such wells, has the option to provide surety to
587 the department by paying an annual fee to the Minerals Trust
588 Fund. For an applicant or permittee choosing this option the
589 following shall apply:

590 1. For the first year, or part of a year, of a drilling,
591 production, or injection well permit, or change of operator, the
592 fee is \$4,000 per permitted well.

593 2. For each subsequent year, or part of a year, the fee is
594 \$1,500 per permitted well.

595 3. The maximum fee that an applicant or permittee may be
596 required to pay into the trust fund is \$30,000 per calendar
597 year, regardless of the number of permits applied for or in
598 effect.

599 4. The fees set forth in subparagraphs 1., 2., and 3. shall
600 be reviewed by the department on a biennial basis and adjusted
601 for the cost of inflation. The department shall establish by
602 rule a suitable index for implementing such fee revisions.

603 (c) An applicant for a drilling or operating permit for
604 operations planned in coastal waters that by their nature
605 warrant greater surety shall provide surety only in accordance
606 with paragraph (a), or similar proof of financial responsibility
607 other than as provided in paragraph (b). For all such



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608 applications, including applications pending at the effective
609 date of this act and notwithstanding ~~the provisions of~~ paragraph
610 (b), the Governor and Cabinet in their capacity as the
611 Administration Commission, at the recommendation of the
612 department ~~of Environmental Protection~~, shall set a reasonable
613 amount of surety required under this subsection. The surety
614 amount shall be based on the projected cleanup costs and natural
615 resources damages resulting from a maximum oil spill and adverse
616 hydrographic and atmospheric conditions that would tend to
617 transport the oil into environmentally sensitive areas, as
618 determined by the department ~~of Environmental Protection~~.

619 Section 8. Section 377.2436, Florida Statutes, is created
620 to read:

621 377.2436 Study on high-pressure well stimulations.-

622 (1) The department shall conduct a study on high-pressure
623 well stimulations. The study must:

624 (a) Evaluate the underlying geologic features present in
625 the counties where oil wells have been permitted and analyze the
626 potential impact that high-pressure well stimulation and
627 wellbore construction may have on the underlying geologic
628 features.

629 (b) Evaluate the potential hazards and risks that high-
630 pressure well stimulation poses to surface water or groundwater
631 resources. The study must assess the potential impacts of high-
632 pressure well stimulation on drinking water resources and
633 identify the main factors affecting the severity and frequency
634 of impacts and must analyze the potential for the use or reuse
635 of recycled water in well stimulation fluids while meeting
636 appropriate water quality standards.



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637 (c) Review and evaluate the potential for groundwater
638 contamination from conducting high-pressure well stimulation
639 under or near wells that have been previously plugged and
640 abandoned and identify a setback radius from previously plugged
641 and abandoned wells that could be impacted by high-pressure well
642 stimulation.

643 (d) Review and evaluate the ultimate disposition of high-
644 pressure well stimulation fluids after use in high-pressure well
645 stimulation processes.

646 (e) Review and evaluate the potential direct and indirect
647 economic benefits resulting from the use of high-pressure well
648 stimulation, including effects on state and local tax revenues,
649 royalty payments, employment opportunities, and demand for goods
650 and services.

651 (f) Review and evaluate potential seismic activity
652 associated with high-pressure well stimulation and the deep-well
653 disposal of oil and gas production wastewater.

654 (g) Review and evaluate the feasibility and impact of
655 waterless fracturing technologies to perform high-pressure well
656 stimulation.

657 (2) The department shall continue conventional oil and gas
658 business operations during the performance of the study. There
659 may not be a moratorium on the evaluation and issuance of
660 permits for conventional drilling, exploration, conventional
661 completions, or conventional workovers during the performance of
662 the study.

663 (3) The study is subject to independent scientific peer
664 review.

665 (4) The department shall submit the findings of the study



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666 to the Governor, the President of the Senate, and the Speaker of
667 the House of Representatives by June 30, 2017, and shall
668 prominently post the findings on its website.

669 (5) The department may not adopt rules for high-pressure
670 well stimulation until the findings of the study have been
671 submitted to the Legislature. However, by March 1, 2018, the
672 department must adopt rules to implement the findings of the
673 study, if such rules are warranted to protect public health,
674 safety, and the environment.

675 Section 9. Paragraph (a) of subsection (1) of section
676 377.37, Florida Statutes, is amended to read:

677 377.37 Penalties.—

678 (1) (a) A ~~Any~~ person who violates any provision of this
679 chapter law or any rule, regulation, or order of the division
680 made under this chapter or who violates the terms of any permit
681 to drill for or produce oil, gas, or other petroleum products
682 referred to in s. 377.242(1) or to store gas in a natural gas
683 storage facility, or any lessee, permitholder, or operator of
684 equipment or facilities used in the exploration for, drilling
685 for, or production of oil, gas, or other petroleum products, or
686 storage of gas in a natural gas storage facility, who refuses
687 inspection by the division as provided in this chapter, is
688 liable to the state for any damage caused to the air, waters, or
689 property, including animal, plant, or aquatic life, of the state
690 and for reasonable costs and expenses of the state in tracing
691 the source of the discharge, in controlling and abating the
692 source and the pollutants, and in restoring the air, waters, and
693 property, including animal, plant, and aquatic life, of the
694 state. Furthermore, such person, lessee, permitholder, or



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695 operator is subject to the judicial imposition of a civil
696 penalty ~~in an amount~~ of not more than \$25,000 ~~\$10,000~~ for each
697 offense. However, the court may receive evidence in mitigation.
698 Each day during any portion of which such violation occurs
699 constitutes a separate offense. This paragraph does not ~~Nothing~~
700 ~~herein shall~~ give the department the right to bring an action on
701 behalf of a ~~any~~ private person.

702 Section 10. Section 377.45, Florida Statutes, is created to
703 read:

704 377.45 High-pressure well stimulation chemical disclosure
705 registry.-

706 (1) (a) The department shall designate the national chemical
707 disclosure registry, known as FracFocus, developed by the Ground
708 Water Protection Council and the Interstate Oil and Gas Compact
709 Commission, as the state's registry for chemical disclosure for
710 all wells on which high-pressure well stimulations are
711 performed. The department shall provide a link to FracFocus
712 through its website.

713 (b) In addition to providing the following information to
714 the department as part of the permitting process, a service
715 provider, vendor, or well owner or operator shall report, as
716 established by department rule, to the department, at a minimum,
717 the following information:

718 1. The name of the service provider, vendor, or owner or
719 operator.

720 2. The date of completion of the high-pressure well
721 stimulation.

722 3. The county in which the well is located.

723 4. The API Well Number.



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- 724 5. The well name and number.
- 725 6. The longitude and latitude of the wellhead.
- 726 7. The total vertical depth of the well.
- 727 8. The total volume of water used in the high-pressure well
728 stimulation.
- 729 9. Each chemical ingredient that is subject to 29 C.F.R. s.
730 1910.1200(g) (2) and the ingredient concentration in the high-
731 pressure well stimulation fluid by mass for each well on which a
732 high-pressure well stimulation is performed.
- 733 10. The trade or common name and the CAS Registry Number
734 for each chemical ingredient.
- 735 (c) The department shall report to FracFocus all
736 information received under paragraph (b), excluding any
737 information subject to chapter 688.
- 738 (d) If FracFocus cannot accept and make publicly available
739 any information specified in this section, the department shall
740 post the information on its website, excluding any information
741 subject to chapter 688.
- 742 (2) A service provider, vendor, or well owner or operator
743 shall:
- 744 (a) Report the information required under subsection (1) to
745 the department within 60 days after the initiation of the high-
746 pressure well stimulation for each well on which such high-
747 pressure well stimulation is performed.
- 748 (b) Notify the department if any chemical ingredient not
749 previously reported is intentionally included and used for the
750 purpose of performing a high-pressure well stimulation.
- 751 (3) This section does not apply to an ingredient that:
- 752 (a) Is not intentionally added to the high-pressure well



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753 stimulation; or

754 (b) Occurs incidentally or is otherwise unintentionally
755 present in a high-pressure well stimulation.

756 (4) The department shall adopt rules to administer this
757 section.

758 Section 11. Section 377.07, Florida Statutes, is amended to
759 read:

760 377.07 Division of Water Resource Management; powers,
761 duties, and authority.—The Division of Water Resource Management
762 of the Department of Environmental Protection is ~~hereby~~ vested
763 with power, authority, and duty to administer, carry out, and
764 enforce ~~the provisions of this part law as directed in s.~~
765 ~~370.02(3).~~

766 Section 12. Section 377.10, Florida Statutes, is amended to
767 read:

768 377.10 Certain persons not to be employed by division.—~~A No~~
769 person in the employ of, or holding any official connection or
770 position with any person, firm, partnership, corporation, or
771 association of any kind, engaged in the business of buying or
772 selling mineral leases, drilling wells in the search of oil or
773 gas, producing, transporting, refining, or distributing oil or
774 gas may not shall hold any position under, or be employed by,
775 the Division of Water Resource Management in the prosecution of
776 its duties under this part law.

777 Section 13. Subsection (1) of section 377.243, Florida
778 Statutes, is amended to read:

779 377.243 Conditions for granting permits for extraction
780 through well holes.—

781 (1) Before applying ~~Prior to the application~~ to the



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782 Division of Water Resource Management for the permit to drill
783 for oil, gas, and related products referred to in s. 377.242(1),
784 the applicant must own a valid deed, or other muniment of title,
785 or lease granting the ~~said~~ applicant the privilege to explore
786 for oil, gas, or related mineral products to be extracted only
787 through the well hole on the land or lands included in the
788 application. However, unallocated interests may be unitized
789 according to s. 377.27.

790 Section 14. Subsection (1) of section 377.244, Florida
791 Statutes, is amended to read:

792 377.244 Conditions for granting permits for surface
793 exploratory and extraction operations.-

794 (1) Exploration for and extraction of minerals under ~~and by~~
795 ~~virtue of~~ the authority of a grant of oil, gas, or mineral
796 rights, or which, subsequent to such grant, may ~~be interpreted~~
797 ~~to~~ include the right to explore for and extract minerals which
798 are subject to extraction from the land by means other than
799 through a well hole, that is by means of surface exploratory and
800 extraction operations such as sifting of the sands, dragline,
801 open pit mining, or other type of surface operation, which would
802 include movement of sands, dirt, rock, or minerals, shall be
803 exercised only pursuant to a permit issued by the Division of
804 Water Resource Management upon the applicant's compliance
805 ~~applicant complying~~ with the following conditions:

806 (a) The applicant must own a valid deed, or other muniment
807 of title, or lease granting the applicant the right to explore
808 for and extract oil, gas, and other minerals from the ~~said~~
809 lands.

810 (b) The applicant shall post a good and sufficient surety



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811 bond with the division in such amount as the division determines
812 ~~may determine~~ is adequate to afford full and complete protection
813 for the owner of the surface rights of the lands described in
814 the application, conditioned upon the full and complete
815 restoration, by the applicant, of the area over which the
816 exploratory and extraction operations are conducted to the same
817 condition and contour in existence before ~~prior to~~ such
818 operations.

819 Section 15. For the 2016-2017 fiscal year, the sum of \$1
820 million in nonrecurring funds is appropriated from the General
821 Revenue Fund to the Department of Environmental Protection to
822 conduct a high-pressure well stimulation study pursuant to s.
823 377.2436, Florida Statutes.

824 Section 16. This act shall take effect July 1, 2016.

D-8

DS

2016 Advanced Institute for Elected Municipal Officials Registration Form

April 29-30, 2016

Holiday Inn Tampa Westshore

Please print the information below. Please fill out one form for each attendee.

Name: _____ Nickname: _____
(Please print as it should appear on your certificate.) (For name badge)

Elected Position: _____ Municipality: _____

Municipal Address: _____ Zip Code: _____

Phone: _____ FAX _____

E-Mail: _____ Municipal Clerk: _____

Registration Fee: **\$245.00** (includes lunch on Friday & Saturday)
Registration Deadline: **Friday, April 15, 2016** (Space is limited to the first 35 students.)

To register via **check**, please mail with completed registration form to:
Florida League of Cities
P.O. Box 1757
Tallahassee, FL 32302

To register via **Visa or MasterCard**, go online to www.flcities.com, or complete the info below and fax to (850) 222-3806, Attn: Heidi Hogarth

Card Number: _____ Exp. Date _____

Cardholder's Name: _____ Cardholder's Phone: _____

Billing Address: _____
(If different from above)

Special Needs: Please send a written description of any physical, dietary or special service needs with the registration form.

Cancellations: Cancellations must be received and confirmed in writing by **Friday, April 15, 2016** in order to be eligible for a refund. No shows are not considered cancellations and a refund will not be issued. Substitutions are accepted and encouraged. We reserve the right to cancel the Advanced IEMO training. If the training is cancelled, registration fees will be refunded in full.

Confirmations will be e-mailed once paid registration is received. Please contact Heidi Hogarth at (850) 222-9684 with any further registration questions.

HOTEL INFORMATION

Holiday Inn Tampa Westshore
700 N. Westshore Blvd.
Tampa, FL 33609

Reservation Method: Phone-in to 813-289-8200; Ask for the Florida League of Cities/Advanced Institute for Elected Municipal Officials block to receive the special rate of **\$106/night**. A credit card is required to guarantee reservations, and cancellations must be made 24 hours prior to arrival to avoid a fee of one night's charge. IEMO training begins Friday at 8:30 a.m. and ends Saturday at 4:00 p.m.

HOTEL CUT-OFF DATE: Thursday, April 7, 2016; please make your reservation ASAP.

2016 ADVANCED INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS
April 29-30, 2016
Holiday Inn Tampa Westshore- Tampa

Friday – April 29, 2016

- | | |
|------------------------|---|
| 8:00 a.m. - 8:30 a.m. | Registration/Continental Breakfast |
| 8:30 a.m. - 9:00 a.m. | Introductions and Overview
Scott C. Paine, Ph.D., Director, Leadership Development & Education, FLC University, Florida League of Cities |
| 9:00 a.m. - 12:00 p.m. | Part II of Effective Council Techniques:
Decision-Making Models and Media Relations
Marilyn Crotty, Director, Florida Institute of Government |
| 10:00 a.m. | Refreshment Break |
| 12:00 p.m. - 1:00 p.m. | Working Lunch |
| 1:00 p.m. - 5:00 p.m. | Growth Management in Florida
Merle Bishop, Growth Management Department Director,
City of Winter Haven
Virginia Cassady, Attorney, Shepard, Smith & Cassady, P.A. |
| 3:00 p.m. | Refreshment Break |
| 5:00 p.m. | Class Adjourns |

Saturday – April 30, 2016

- | | |
|------------------------|--|
| 7:30 a.m. - 8:00 a.m. | Continental Breakfast |
| 8:00 a.m. - 11:30 a.m. | Advanced Revenue and Finances for Cities
Ken Small, Technical Services Manager,
Florida League of Cities |
| 9:30 a.m. | Refreshment Break |
| 11:30 a.m. - 1:00 p.m. | Working Lunch |
| 1:00 p.m. - 4:00 p.m. | Building Your City's Team: Personnel and Labor Issues:
Robert E. Lee, Executive Director, Center for Florida Local Government Excellence |
| 2:30 p.m. | Refreshment Break |
| 4:00 p.m. | Class Adjourns |

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D9

PREPARED 3/01/16. 8:07:29
PROGRAM CE421L
Avon Park

INSPECTOR ACTIVITY REPORT FOR DIRECTOR JASON LISTER
DEPARTMENT - CODE ENFORCEMENT
DATE RANGE - 2/01/16 THRU 2/29/16

PAGE 1

CASE NUMBER	CASE TYPE	CASE STATUS	ADDRESS	PARCEL ID#
15-00007148	MAIN	AC	548 GRAND OAKS DR	A-10-33-28-040-00A0-0000-
II- INITIAL INSPECTION				
2/01/16	INSPECTION COMPLETE	1.00	RES COMM: Mold & Mildew on the exterior fence.	
15-00007156	VEH	AC	411 LAKE ISIS AVE	A-15-33-28-010-0330-0000-
II- INITIAL INSPECTION				
2/10/16	INSPECTION COMPLETE	1.00	RES COMM: BLACK JEEP CHEROKEE WITHOUT A LICENSE PLATE PARKED IN THE RES COMM: DRIVEWAY.	

PREPARED 3/01/16, 8:07:29
PROGRAM CE421L
Avon Park

INSPECTOR ACTIVITY REPORT FOR DIRECTOR JASON LISTER
DEPARTMENT - CODE ENFORCEMENT
DATE RANGE - 2/01/16 THRU 2/29/16

PAGE 2

CASE NUMBER	CASE TYPE	CASE STATUS	ADDRESS	PARCEL ID#
II	INITIAL INSPECTION	2		

INSPECTION TYPE/DESCRIPTION
RESULT DATE/STATUS/TIME SPENT

2 2.00

TOTAL 2 2.00

CASE NUMBER	CASE TYPE	CASE STATUS	ADDRESS	PARCEL ID#
15-00007149	OCCI	AC	705 BATTIS ST	A-22-33-28-010-0140-0080-
II- INITIAL INSPECTION				
2/04/16	INSPECTION COMPLETE		.50 RES COMM: Running an automotive repair shop out of this location is prohibited and an occupational license was never issued.	
15-00007150	NS	AC	701 MILKITE ST	A-22-33-28-250-0000-0030-
II- INITIAL INSPECTION				
2/04/16	INSPECTION COMPLETE		.50 RES COMM: Overgrown property & mildew on carport.	
15-00007151	NS	AC	145 N LAKE AVE	A-22-33-28-010-0490-0010-
II- INITIAL INSPECTION				
2/04/16	INSPECTION COMPLETE		.50 RES COMM: Overgrown property exceeding 6 inches in length.	
15-00007152	NS	AC	145 N LAKE AVE	A-22-33-28-010-0490-0010-
II- INITIAL INSPECTION				
2/04/16	INSPECTION COMPLETE		.50 RES COMM: Chipped & flaking paint around the entirety of the house.	
15-00007153	RESI	AC	1404 N TROPICAL AVE	A-15-33-28-011-0170-17C0-
II- INITIAL INSPECTION				
2/09/16	INSPECTION COMPLETE		.50 RES COMM: Rental property permit required with an annual inspection to RES COMM: be done. Owner is aware but failed to mention this property.	
15-00007154	CARP	AC	520 MALCOLM ST	A-23-33-28-130-0030-0010-
II- INITIAL INSPECTION				
2/09/16	INSPECTION COMPLETE		.50 RES COMM: Canvas carports are not permitted inside the city limits.	
15-00007155	NS	AC	927 W MAIN ST	A-22-33-28-010-0210-0030-
II- INITIAL INSPECTION				
2/09/16	INSPECTION COMPLETE		.50 RES COMM: Overgrown property and mildew.	
15-00007157	NS	AC	18 E PLEASANT ST	A-22-33-28-010-0470-0010-
II- INITIAL INSPECTION				
2/10/16	INSPECTION COMPLETE		.50 RES COMM: Overgrown property exceeding 6 inches in length.	
15-00007158	NS	AC	18 E PLEASANT ST	A-22-33-28-010-0470-0010-
II- INITIAL INSPECTION				
2/10/16	INSPECTION COMPLETE		.50 RES COMM: Rail on side of wheelchair ramp is leaning and appears to be unsafe for any users to grab hold if needed.	
15-00007159	NS	AC	333 PEABODY CIRCLE	A-10-33-28-024-0000-0140-
II- INITIAL INSPECTION				
2/10/16	INSPECTION COMPLETE		.50 RES COMM: Overgrown weeds and vegetation exceeding 6 inches in length.	
15-00007160	ANIM	AC	402 W PLEASANT ST	A-22-33-28-010-0120-0100-
II- INITIAL INSPECTION				
2/10/16	INSPECTION COMPLETE		.50 RES COMM: Chickens are prohibited inside city residential areas.	
15-00007161	NS	AC	1010 W WALNUT ST	A-22-33-28-010-0220-0081-
II- INITIAL INSPECTION				
2/10/16	INSPECTION COMPLETE		.50 RES COMM: Multiple disabled vehicles parked in the yard. Appears as if RES COMM: a vehicle maintenance shop is being run out of this RES COMM: residence. If so it would not be allowed under the home	

CASE NUMBER	CASE TYPE	CASE STATUS	ADDRESS	PARCEL ID#
15-00007162	NS II- INITIAL INSPECTION	AC	500 RIVIERA ST	A-23-33-28-310-0030-0080-
2/11/16	INSPECTION COMPLETE		.50 RES COMM: Overgrown property exceeding 6 inches in length.	
15-00007163	NS II- INITIAL INSPECTION	AC	16 N LOTELA AVE	A-23-33-28-120-00A0-0220-
2/12/16	INSPECTION COMPLETE		.50 RES COMM: Overgrown property and mildew all around pool screen	
15-00007164	NS II- INITIAL INSPECTION	AC	791 DUNCHRIS DR	A-23-33-28-390-0000-0100-
2/12/16	INSPECTION COMPLETE		.50 RES COMM: Overgrown property exceeding 6 inches in length.	
15-00007165	ADV II- INITIAL INSPECTION	AC	110 E MAIN ST	A-22-33-28-290-0000-0050-
2/13/16	INSPECTION COMPLETE		1.00 RES COMM: test	
15-00007166	PARK II- INITIAL INSPECTION	AC	24 E THOMAS ST	A-15-33-28-050-00C0-0071-
2/26/16	INSPECTION COMPLETE		1.00 RES COMM: RV PARKED IN FRONT YARD NEEDS TO BE MOVED TO THE SIDE OR RES COMM: BACK YARD IN COMPLIANCE WITH THE ATTACHED CITY ORDINANCE.	
15-00007167	MAIN II- INITIAL INSPECTION	AC	60 E MAIN ST	A-22-33-28-010-0420-0012-
2/26/16	INSPECTION COMPLETE		1.00 RES COMM: ROOF IS UNSAFE FOR OCCUPANCY SEE ATTACHED INSPECTORS REPORT	
15-00007168	NS II- INITIAL INSPECTION	AC	606 N VERONA AVE	A-15-33-28-050-00D0-0061-
2/26/16	INSPECTION COMPLETE		1.00 RES COMM: OVERGROWN PROPERTY.	
15-00007169	NUMB II- INITIAL INSPECTION	AC	802 GRIBBLE ST	A-22-33-28-010-0110-2905-
2/29/16	INSPECTION COMPLETE		.50 RES COMM: Address numbers need to be corrected and properly posted to RES COMM: the address provided by the 911 system which is the address RES COMM: on the property appraiser website.	
15-00007170	NUMB II- INITIAL INSPECTION	AC	806 GRIBBLE ST	A-22-33-28-010-0110-2904-
2/29/16	INSPECTION COMPLETE		.50 RES COMM: Address numbers need to be corrected and properly posted to RES COMM: the address provided by the 911 system which is the address RES COMM: on the property appraiser website.	
15-00007171	NUMB II- INITIAL INSPECTION	AC	808 GRIBBLE ST	A-22-33-28-010-0110-2903-
2/29/16	INSPECTION COMPLETE		.50 RES COMM: Address numbers need to be corrected and properly posted to RES COMM: the address provided by the 911 system which is the address RES COMM: on the property appraiser website.	
15-00007172	NUMB II- INITIAL INSPECTION	AC	812 GRIBBLE ST	A-22-33-28-010-0110-2902-

PREPARED 3/01/16, 8:07:29
PROGRAM CE421L
AVON PARK

INSPECTOR ACTIVITY REPORT FOR P. S. O. SETH HENDERSON
DEPARTMENT - CODE ENFORCEMENT
DATE RANGE - 2/01/16 THRU 2/29/16

PAGE 5

CASE NUMBER CASE TYPE CASE STATUS CASE STATUS ADDRESS PARCEL ID#

INSPE TYPE/DESCRIPTION

RESULT DATE/STATUS/TIME SPENT

COMMENTS

2/29/16 INSPECTION COMPLETE

.50 RES COMM: Address numbers need to be corrected and properly posted to
RES COMM: the address provided by the 911 system which is the address
RES COMM: on the property appraiser website.

15-00007173 NUMB AC A-22-33-28-010-0110-2901-
II- INITIAL INSPECTION

2/29/16 INSPECTION COMPLETE
.50 RES COMM: Address numbers need to be corrected and properly posted to
RES COMM: the address provided by the 911 system which is the address
RES COMM: on the property appraiser website.

15-00007174 NUMB AC A-22-33-28-010-0110-3005-
II- INITIAL INSPECTION

2/29/16 INSPECTION COMPLETE
.50 RES COMM: Address numbers need to be corrected and properly posted to
RES COMM: the address provided by the 911 system which is the address
RES COMM: on the property appraiser website.

15-00007175 NUMB AC A-22-33-28-010-0110-3004-
II- INITIAL INSPECTION

2/29/16 INSPECTION COMPLETE
.50 RES COMM: Address numbers need to be updated to the address numbers
RES COMM: issued by the 911 svaytem which can be found on the property
RES COMM: appraiser website or by calling our office and we can assist
RES COMM: you in finding the correct address.

15-00007176 NUMB AC A-22-33-28-010-0110-3003-
II- INITIAL INSPECTION

2/29/16 INSPECTION COMPLETE
.50 RES COMM: Address numbers need to be updated to the address numbers
RES COMM: issued by the 911 svaytem which can be found on the property
RES COMM: appraiser website or by calling our office and we can assist
RES COMM: you in finding the correct address.

15-00007177 NUMB AC A-22-33-28-010-0110-3002-
II- INITIAL INSPECTION

2/29/16 INSPECTION COMPLETE
.50 RES COMM: Address numbers need to be updated to the address numbers
RES COMM: issued by the 911 svaytem which can be found on the property
RES COMM: appraiser website or by calling our office and we can assist
RES COMM: you in finding the correct address.

15-00007178 NUMB AC A-22-33-28-010-0110-3001-
II- INITIAL INSPECTION

2/29/16 INSPECTION COMPLETE
.50 RES COMM: Address numbers need to be updated to the address numbers
RES COMM: issued by the 911 svaytem which can be found on the property
RES COMM: appraiser website or by calling our office and we can assist
RES COMM: you in finding the correct address.

PREPARED 3/01/16, 8:07:29
PROGRAM CE421L
Avon Park

INSPECTOR ACTIVITY REPORT FOR P. S. O. SETH HENDERSON
DEPARTMENT - CODE ENFORCEMENT
DATE RANGE - 2/01/16 THRU 2/29/16

CASE NUMBER CASE TYPE CASE STATUS ADDRESS PARCEL ID#

INSP TYPE/DESCRIPTION
RESULT DATE/STATUS/TIME SPENT COMMENTS

II INITIAL INSPECTION 29 16.50

TOTAL 29 16.50

PREPARED 3/01/16, 8:07:29
PROGRAM CE421L
Avon Park

INSPECTOR ACTIVITY REPORT FOR ALL INSPECTORS
DEPARTMENT - ALL DEPARTMENTS
DATE RANGE - 2/01/16 THRU 2/29/16

PAGE 7

CASE NUMBER	CASE TYPE	CASE STATUS	ADDRESS	PARCEL ID#
INSP TYPE/DESCRIPTION				
RESULT DATE/STATUS/TIME SPENT				
II INITIAL INSPECTION				

31 18.50

TOTAL 31 18.50

E-111

E 11

ORDINANCE NO. 04-16

AN ORDINANCE TO ANNEX THREE (3) PARCELS OF LAND OWNED BY DIFFERENT PEOPLE INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, WITH SUCH LAND BEING GENERALLY LOCATED EAST OF HOLLYHURST DRIVE, AND WEST OF SR 17 S. AS SHOWN IN THE ATTACHED MAP; PROVIDING FOR FINDINGS OF COMPLIANCE WITH ANNEXATION STATUTES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park, Florida is a duly incorporated municipality under the laws of the State of Florida; and

WHEREAS, certain properties generally located East of Hollyhurst Drive and West of SR 17 South have executed annexation agreements with the City, and more specifically described by metes and bounds in Exhibit "B" showing each legal description, and as shown on Exhibit "A", a drawing showing the relative locations of such properties; and

WHEREAS, the annexation agreements for each property are provided in composite Exhibit B; and

WHEREAS, the City of Avon Park, would like to annex and incorporate these properties into the City limits of the City of Avon Park, Florida; and

WHEREAS, the City of Avon Park, Florida, finds that the properties are contiguous to the existing City Limits as required by Florida Statutes Section 171.044, and has the authority to annex this property; and

WHEREAS, the City of Avon Park, Florida deems it to be in the best interest of the public health, safety and welfare of the citizens of the City of Avon Park, Florida, and those entitled to its services that an Ordinance be passed for the purposes of annexing the said properties; and,

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA;

Section 1. Recitals Included; Properties Suitable for Annexation. The City Council finds the above recitals to be true, and incorporate them as part of this Ordinance, and find that the signatures of the owners of the properties described herein are affixed to voluntary annexation agreements, and that the properties are substantially contiguous to the existing city limits, and are otherwise capable of being lawfully annexed into the City.

Section 2. Property Annexed. That the parcels of land with the metes and bounds legal descriptions identified in Exhibit "B" attached hereto and incorporated herein, are hereby annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The properties being annexed are shown on the map attached as Exhibit "B", and are also identified by their relative addresses and tax ID numbers as follows:

Addresses and Tax ID of Properties

PARCEL NUMBER	OWNER NAME	ADDRESS	ACREAGE	ID
C25332805000600010	CREWS C ELTON FAMILY	1500 SR 17 S	46.55	1
C25332805000840000	HALL GLENN E + BARBARA I	1649 E PINECREST DR	0.50	2
C25332805001200120	CREWS GROVES INC	1890 HOLLYHURST DR	4.18	3

The City boundaries are hereby redefined so as to include the said described parcels of land.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage.

=====

This ordinance was read for the first time at the Regular Meeting of the City Council on the _____ day of _____, 20____, where it was voted on by members of the City Council as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Council member/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This ordinance was authorized to be read for a second and final time at the Regular Meeting of the City Council on the _____ day of _____, 20____, where it was voted on by members of the City Council as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Council member/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

By: _____

Maria Sutherland, City Clerk

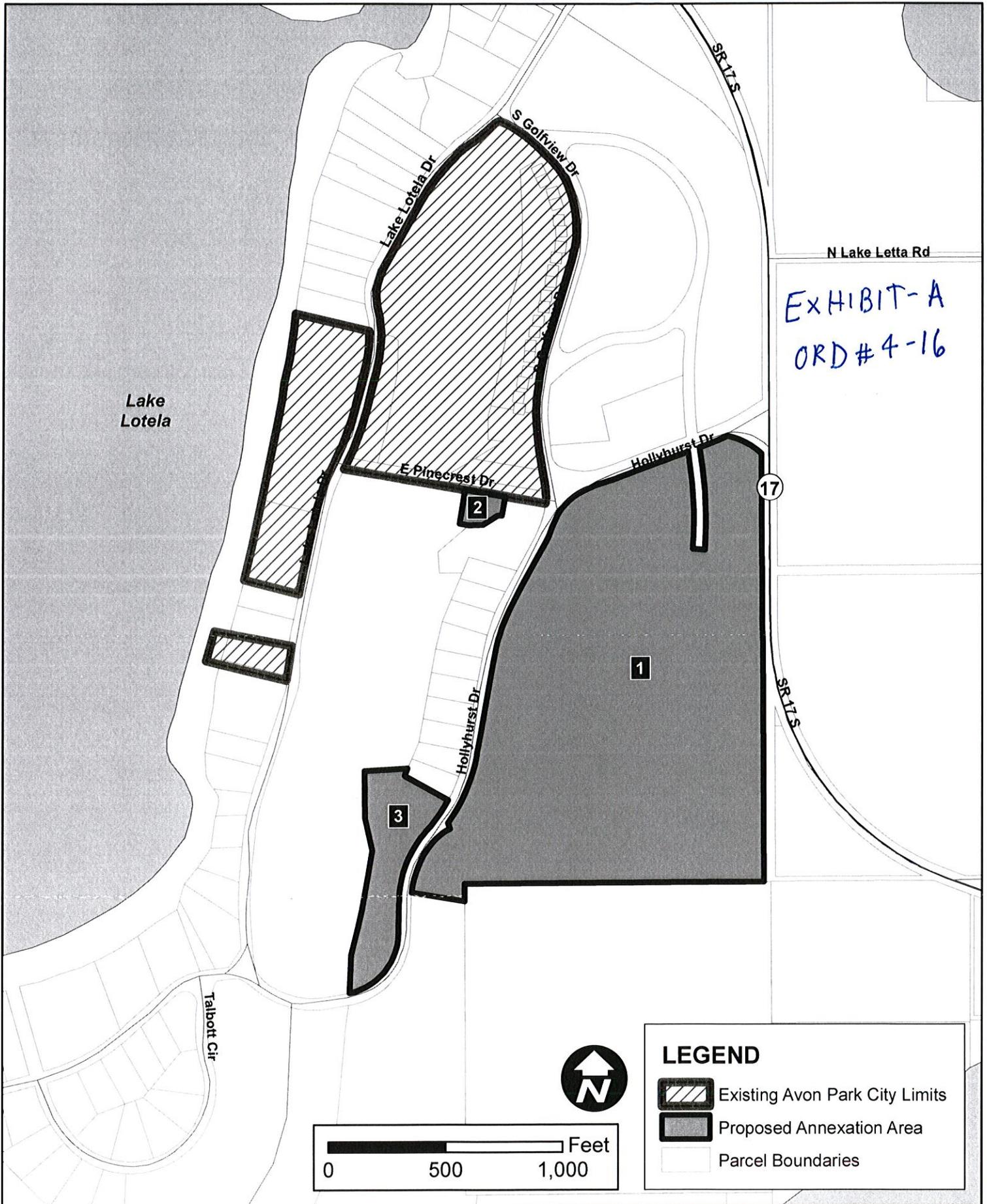
By: _____

Sharon Schuler, Mayor

APPROVED AS TO FORM:

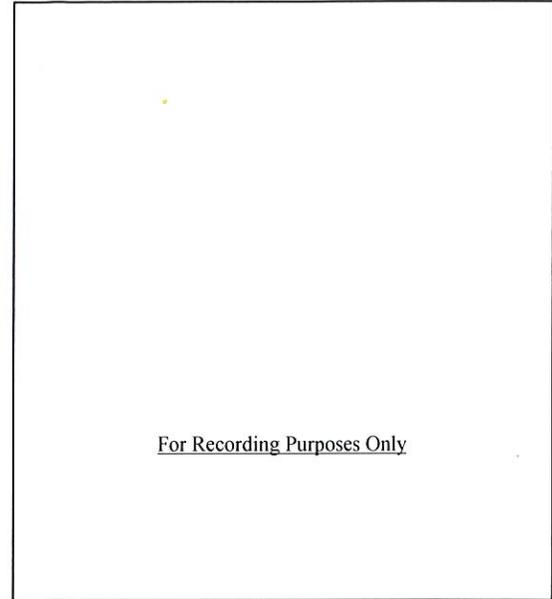
Gerald Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 4-16



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Utility Billing Department
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825
(863) 452-4403



For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 26th day of January, 2016, by C. Elton Crews Family, LLLP, whose address is P O BOX 1669, AVON PARK, FL 33826-1669 and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

W I T N E S S E T H

Owner, for and in consideration of the receipt of utility service, and Rezoning initiated by the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

C-25-33-28-050-0060-0010

1500 SR 17 S
AVON PARK, FL 33825

Legal Description
REPLAT PINECREST LAKES ETC
PER PB 3-PGS 118-118A-118B
ALL BLKS 6-7-8-9+
LOTS 1 TO 14 BLK 10 +
CONTIG INTERNAL RDS
-LESS RD RWS
46.55 ACRES

RCCB

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.



Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Sue Walker

(Signed)

Sue Walker

(Printed)

(Signed)

(Printed)

OWNER:

Robert C Crews, # G Partner

By: Robert C Crews, # G Partner

OWNER:

By: _____

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

I HEREBY CERTIFY that on this 24 day of February, 2016, before me, an officer duly qualified to take acknowledgments, personally appeared Robert Crews, # G Partner. He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Betty Sue Walker
Printed name: Betty Sue Walker
Commission No. FF 946458 My Commission Expires: April 28, 2020

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, an officer duly qualified to take acknowledgments, personally appeared _____. He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: _____
Printed name: _____
Commission No. _____ My Commission Expires: _____

Parcel C-25-33-28-050-0060-0010

1500 SR 17 S
AVON PARK, FL 33825

Owners:

CREWS C ELTON FAMILY
LIMITED PARTNERSHIP LLLP

Mailing Address

P O BOX 1669
AVON PARK, FL 33826-1669

DOR Code: 66 - GROVES/ORCHARDS**Neighborhood:** 330.00 - RURAL TRACTS IN 33/28**Millage:** 40 - County Southwest Water**Map ID:** 45D**Legal Description**

REPLAT PINECREST LAKES ETC
PER PB 3-PGS 118-118A-118B
ALL BLKS 6-7-8-9+
LOTS 1 TO 14 BLK 10 +
CONTIG INTERNAL RDS
-LESS RD RWS
46.55 ACRES



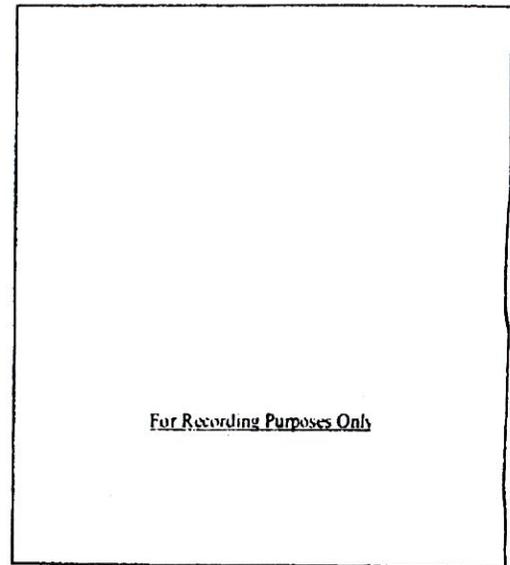
EXHIBIT-B / parcel #2

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Utility Billing Department
Savitri Latchmansingh
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825
(863) 452-4403



MB
18.50
AIR



AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 2 day of October, 2015, by Glenn E Hall and Barbara I Hall, whose address is 1649 Pinecrest Dr Avon Park FL, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

1649 E PINECREST DR
AVON PARK, FL 33825

Legal Description
REPLAT PINECREST LAKES ETC
PER PB 3-PG 118-118A-118B

A .52 ACRE TR OUT OF GOLF
COURSE TR N OF BLK 12
A/K/A MANAGERS HOUSE

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses

[Signature]
(Signed)

Daniell Phillips
(Printed)

[Signature]
(Signed)

Tray Roberts
(Printed)

OWNER:

Glenn Hall

By: Glenn E Hall

OWNER:

Barbara J Hall

By: Barbara I Hall

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 2 day of OCTOBER, 20 15, before me, an officer duly qualified to take acknowledgments, personally appeared GLENN HALL. He is known to me know or who produced DL H400 285 39 425 0 FL as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



MARNITA ENGLISH
Notary Public, State of Florida
My comm. exp. May 28, 2019
Comm. No. FF233907

Notary Public, State of Florida

Signature: Marnita English
Printed name: MARNITA ENGLISH
Commission No. 233997 My Commission Expires: 5/25/19

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 2 day of October, 20 15, before me, an officer duly qualified to take acknowledgments, personally appeared BARBARA HALL. He is known to me know or who produced DL H400 069 47 841 0 FL as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



MARNITA ENGLISH
Notary Public, State of Florida
My comm. exp. May 28, 2019
Comm. No. FF233907

Notary Public, State of Florida

Signature: Marnita English
Printed name: MARNITA ENGLISH
Commission No. 233997 My Commission Expires: 5/25/19

Parcel C-25-33-28-050-00B4-0000

1649 E PINECREST DR
AVON PARK, FL 33825

Owners:

HALL GLENN E + BARBARA I

Mailing Address

1649 E PINECREST DR
AVON PARK, FL 33825

DOR Code: 01 - SINGLE FAMILY

Neighborhood: 3710.00 - PINECREST GOLF

Millage: 40 - County Southwest Water

Map ID: 45A

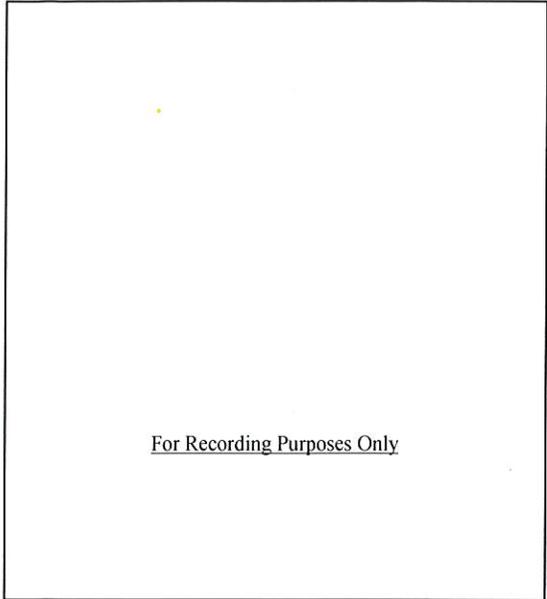
Legal Description

REPLAT PINECREST LAKES ETC
PER PB 3-PG 118-118A-118B
A .52 ACRE TR OUT OF GOLF
COURSE TR N OF BLK 12
A/K/A MANAGERS HOUSE



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Utility Billing Department
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825
(863) 452-4403



For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 26th day of January, 2016, by Crews Groves, Inc, whose address is P O BOX 1669, AVON PARK, FL 33826-1669 and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

W I T N E S S E T H

Owner, for and in consideration of the receipt of utility service, and Rezoning initiated by the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

C-25-33-28-050-0120-0120

1890 HOLLYHURST DR
AVON PARK, FL 33825

Legal Description

A REPLAT OF PINECREST
LAKES ETC
PER PB 3-PGS 118-118A-118B
LOTS 12 TO 19 INC BLK 12 +
IRREG PORT OF GOLF COURSE
4.18 ACRES

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

RCOA

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Sue Walker
(Signed)
Sue Walker
(Printed)

OWNER:
Robert C. Crows II President
By: Robert C. Crows II President

OWNER:

By: _____

(Signed)

(Printed)

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 24 day of February, 2016, before me, an officer duly qualified to take acknowledgments, personally appeared Robert C. Crows II He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida
Signature: Betty Sue Walker
Printed name: Betty Sue Walker
Commission No: FF 946458 My Commission Expires: April 28, 2020

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, an officer duly qualified to take acknowledgments, personally appeared _____. He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

(Seal)
Notary Public, State of Florida
Signature: _____
Printed name: _____
Commission No. _____ My Commission Expires: _____

Parcel C-25-33-28-050-0120-0120

1890 HOLLYHURST DR
 AVON PARK, FL 33825

Owners:

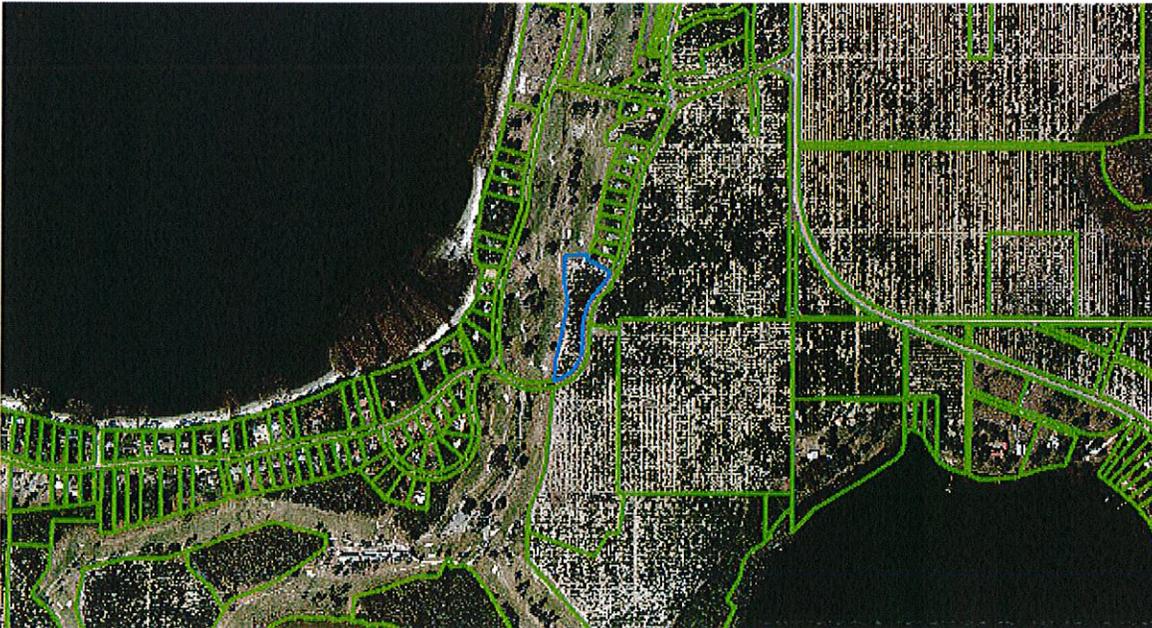
CREWS GROVES INC

Mailing Address

P O BOX 1669
 AVON PARK, FL 33826-1669

DOR Code: 66 - GROVES/ORCHARDS**Neighborhood:** 3710.00 - PINECREST GOLF**Millage:** 40 - County Southwest Water**Map ID:** 45D**Legal Description**

A REPLAT OF PINECREST
 LAKES ETC
 PER PB 3-PGS 118-118A-118B
 LOTS 12 TO 19 INC BLK 12 +
 IRREG PORT OF GOLF COURSE
 4.18 ACRES

**Value Summary**

Total Building Value	\$0
Total XF Value	\$0
Total Land Value	\$30,292
Total Land value - Agri.	\$20,193
Income	NA
Total Classified Use Value	\$20,193
Total Just Value	\$30,292

E-12

E 12

ORDINANCE NO. 05-16

AN ORDINANCE TO ANNEX FOUR (4) PARCELS OF LAND OWNED BY DIFFERENT OWNERS INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, WITH SUCH LAND BEING GENERALLY LOCATED SOUTH OF DAVIS CITRUS ROAD, TO THE EAST OF US 27 SOUTH, AND TO THE WEST OF MEMORIAL DRIVE AS SHOWN IN THE ATTACHED MAP; PROVIDING FOR FINDINGS OF COMPLIANCE WITH ANNEXATION STATUTES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park, Florida is a duly incorporated municipality under the laws of the State of Florida; and

WHEREAS, certain properties have executed annexation agreements with the City, and more specifically described by metes and bounds in Exhibit "B" showing each legal description, and as shown on Exhibit "B", a drawing showing the relative locations of such properties as shown on Exhibit "A"; and

WHEREAS, the City of Avon Park, would like to annex and incorporate these properties into the City limits of the City of Avon Park, Florida; and

WHEREAS, the City of Avon Park, Florida, finds that the properties are contiguous to the existing City Limits as required by Florida Statutes Section 171.044, and has the authority to annex this property; and

WHEREAS, the City of Avon Park, Florida deems it to be in the best interest of the public health, safety and welfare of the citizens of the City of Avon Park, Florida, and those entitled to its services that an Ordinance be passed for the purposes of annexing the said properties; and,

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA;

Section 1. Recitals Included; Properties Suitable for Annexation. The City Council finds the above recitals to be true, and incorporate them as part of this Ordinance, and find that the signatures of the owners of the properties described herein are affixed to voluntary annexation agreements, and that the properties are substantially contiguous to the existing city limits, and are otherwise capable of being lawfully annexed into the City.

Section 2. Property Annexed. That the parcels of land with the metes and bounds legal descriptions identified in Exhibit "B" attached hereto and incorporated herein, are

hereby annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The properties being annexed are shown on the map attached as Exhibit "A", and are also identified by their relative addresses and tax ID numbers as follows:

Addresses and Tax ID of Properties

ID	STRAP	OWNER	ADDRESS	LAND MASS (ACRES)
1	C-03-34-28-A00-0060-0000	SCARBOROUGH INVESTMENTS INC	3420 DAVIS CITRUS RD	268.82
2	C-03-34-28-A00-0070-0000	SCARBOROUGH INVESTMENTS INC	3402 RAVINE RD	24.22
3	C-02-34-28-090-0000-0050	SCARBOROUGH INVESTMENTS INC	871 MEMORIAL DR	19.51
4	C-02-34-28-A00-0170-0000	SCHOOL BOARD OF HIGHLANDS	867 MEMORIAL DR	19.71

The City boundaries are hereby redefined so as to include the said described parcels of land.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage.

 This ordinance was read for the first time at the Regular Meeting of the City Council on the _____ day of _____, 20____, where it was voted on by members of the City Council as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Council member/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This ordinance was authorized to be read for a second and final time at the Regular Meeting of the City Council on the _____ day of _____, 20____, where it was voted on by members of the City Council as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Council member/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council member Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

By: _____

Maria Sutherland, City Clerk

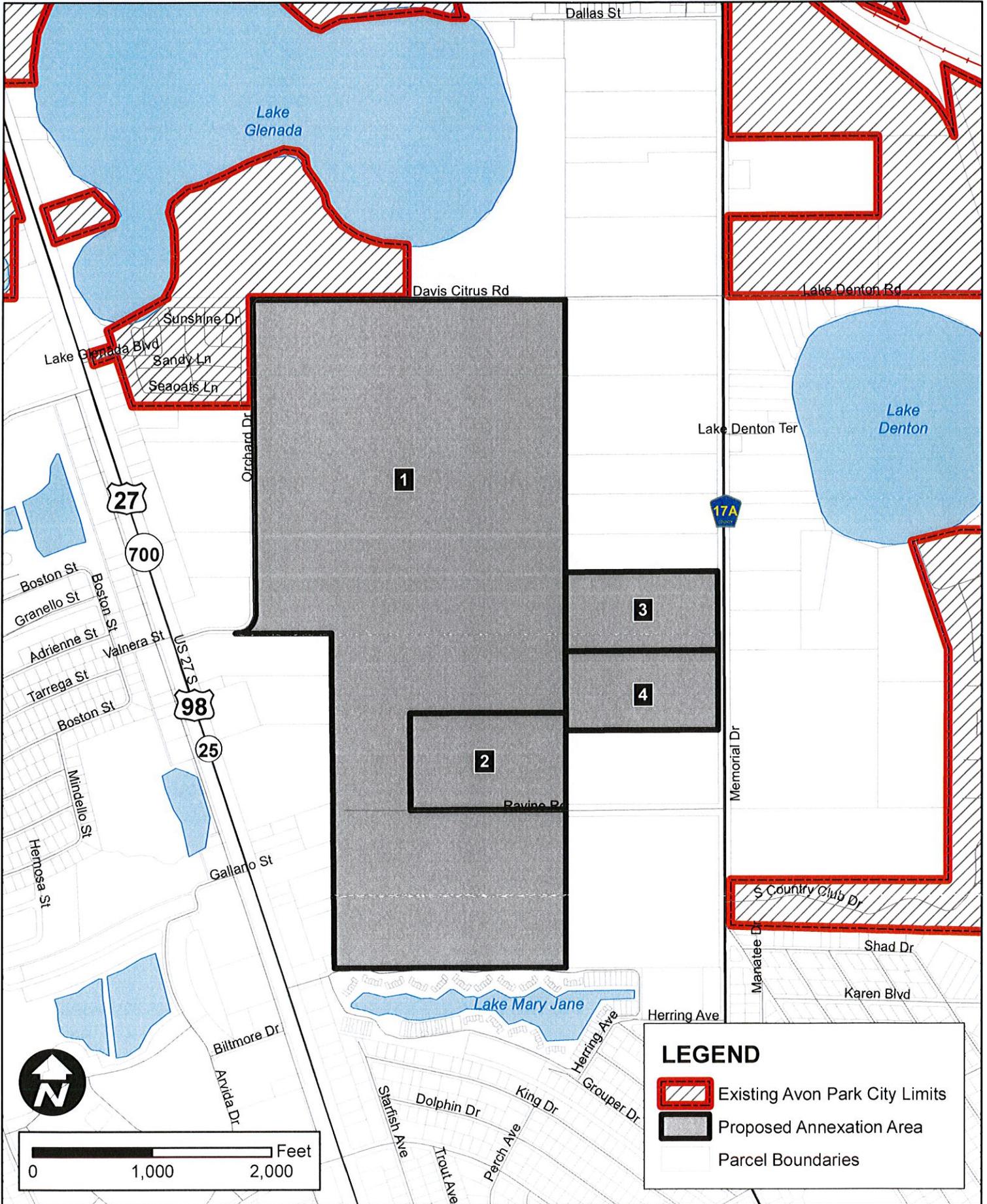
By: _____

Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 05-16



LEGEND

-  Existing Avon Park City Limits
-  Proposed Annexation Area
-  Parcel Boundaries

EXHIBIT-B

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 4th day of February 2016, by and between SCARBOROUGH INVESTMENTS INC., whose business address is 1952 COUNTY ROAD 29, LAKE PLACID, FLORIDA 33852 and its successors and assigns (hereinafter referred to as "Owner"), and the CITY OF AVON PARK, a municipal corporation whose business address is 110 EAST MAIN STREET, AVON PARK, FLORIDA 33825, and its successors and assigns (hereinafter referred to as "City").

PURPOSE & INTENT

1. Owner is desirous of developing Owner's property described in **Exhibit 1 to the Annexation Agreement**, attached hereto and incorporated herein (hereinafter referred to as the "Property") someday in the future and obtaining utility service from the City when the Property is developed.

2. City is willing to provide such water and wastewater service, at the applicable rate, and in exchange requires that the annexation of the Property be performed as soon as legally possible.

Owner and the City therefore agree as follows:

PURPOSE & INTENT AND EXHIBITS PART OF AGREEMENT

The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement and statements therein are hereby deemed a part of this Agreement.

1. Agreements between the Parties as to Annexation. Owner agrees and hereby petitions to voluntarily annex the Property within the City. City agrees to annex the Property.

2. Agreements as to Extension of Water and Wastewater Service. The City agrees to perform or contract for all professional engineering and other services necessary for design, permitting, and construction of the utility mains extensions shown in **Exhibit 2 to the Annexation Agreement** and described as follows:

- i. A water main of 8" in diameter and 3,980 feet in length, aligned along Davis Citrus Road or along easements provided by the adjacent property owners.
- ii. A wastewater main of 6" in diameter and 3,900 feet in length, aligned along Davis Citrus Road or along easements provided by the adjacent property owners.

3. Commencement of City Duties. The City's obligation to perform its duties regarding the utility project referred to in Paragraph 2, above, will be initiated upon annexation, and completed within a 24 month period, subject to receipt of any required regulatory approvals.

4. No Authorization of Development, Capacity or Other Requirements. This Agreement is related solely to the annexation of the Property and to the City extending mains at its own expense for use in the area of the Property in exchange for the annexation. This Agreement does not provide any promise that the City will reserve capacity at its treatment plants, or pay the cost of extending facilities from Owner's property and connecting to the mains. Nor does the City promise that there will be sufficient capacity in such mains to serve any future project the Owner desires to build, nor are the mains reserved for the exclusive use of the Owner, nor exclusive use to serve the Property, but capacity in the mains will be allotted on a first-come-first-serve basis. The arrangements for capacity reservation, along with many other City requirements and promises by the Owner and the City, must be provided in a Utility Service Agreement drafted in accordance with City ordinances, resolutions, rules and regulations, and executed by both Parties when the Owner desires to proceed with its development of the Property.

5. Florida's Right to Farm Act. The City recognizes that the Owner wishes to continue its agricultural use of the Property even after annexation into the City, until such time as the Owner chooses to commence development of the Property for a more intense use. Although some agricultural use practices could, under some circumstances violate City Codes, the City recognizes and shall comply with Florida's Right to Farm Act, section 823.15, *Florida Statutes*, and except for the authority to regulate and the limitations provided in Section 487.051 (2), *Florida Statutes*, and Section 823.14(6), *Florida Statutes*, shall not adopt any ordinance, regulation, rule, or policy to prohibit, restrict, regulate, or otherwise limit an activity of a bona fide farm operation on land classified as agricultural land pursuant to Section 193.461, *Florida Statutes*, where such activity is regulated through implemented best management practices or interim measures developed by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or water management districts and adopted under chapter 120, *Florida Statutes*, as part of a statewide or regional program.

6. Laws of Florida to Govern / Venue. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida. The parties agree to waive any right to jury trial.

7. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

8. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both Parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The Parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

9. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and the City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Owner and the City. No additions, alterations or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

10. Conflict With Laws In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

11. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent purchasers of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof.

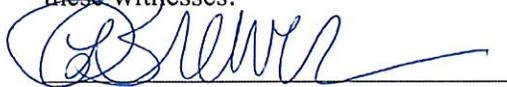
12. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appeal.

13. Successors. This agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors, heirs, and assigns.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Owner and the City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

Signed, sealed and delivered before these witnesses:


(Signed)

Danielle L. Brewer
(Printed)


(Signed)

Adela Casey
(Printed)

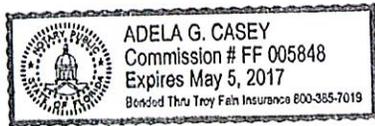
Scarborough Investments, Inc.


By: Bobby Scarborough, President

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by Bobby Scarborough, as the President of Scarborough Investments, Inc., a Florida corporation, and who executed the foregoing, this 4th day of February, 2016. He is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of February, 2016.



Notary Public: Adela G. Casey

My Council Expires: May 5, 2017

[SEAL]

CITY OF AVON PARK, FLORIDA,

ATTEST: [Signature]
Maria Sutherland, City Clerk

By: [Signature]
Sharon Schuler, Mayor

APPROVED AS
TO FORM: [Signature]
Gerald T. Buhr, City Attorney

STATE OF FLORIDA
COUNTY OF HIGHLANDS

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by SHARON SCHULER, as the Mayor of the City of Avon Park, Florida, and who executed the foregoing, this 2ND day of JULY, 2012. She is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of JULY 2012.

Notary Public: [Signature]

My Council Expires: _____



to Annexation Agreement
Description of Property to be annexed

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, LESS and except road right-of-way.

LESS and except a parcel lying in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 2, then South 89 degrees 37'04" East, along the South boundary of the Southwest $\frac{1}{4}$ of said Section 2, a distance of 1296.79 feet to a point lying 17.00 feet West of the West right of way boundary of Memorial Drive; thence North 00 degrees 17'03" East, parallel with and 17.00 feet West of said West right of way boundary, 1271.99 feet; thence South 89 degrees 42'57" East, a distance of 17.00 feet to said West right of way boundary, thence South 00 degrees 17'03" West, along said West right of way boundary, 1272.02 feet to its intersection with the South boundary of the said Southwest $\frac{1}{4}$ of Section 2 thence North 89 degrees 37'04" West, along said the South boundary, 17.00 feet, returning to the Point of Beginning. (Said lands also being described in that certain Warranty Deed recorded in O.R. Book 2121, Page 1044, of the Public Records of Highlands County, Florida.)

AND LESS and except a parcel lying in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, being more particularly described as follows begin at the Northwest corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, thence South 89 degrees 38'46" East, along the North boundary of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, a distance of 1292.98 feet to the West right of way boundary of Memorial Drive; thence South 00 degrees 19'44" West, along said West right of way boundary, and the Southerly prolongation thereof, 60.00 feet; thence North 89 degrees 38'46" West, parallel with and 60 feet South of said North boundary of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; a distance of 1293.10 feet to the West boundary of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence North 00 degrees 27'00" East, along said West boundary, 60.00 feet, returning to the Point of Beginning. (Said lands also being described in that certain Warranty Deed recorded in O.R. Book 2121, Page 1046, of the Public Records of Highlands County, Florida.)

AND

The Northeast $\frac{1}{4}$, and the East $\frac{3}{4}$ of the Southeast $\frac{1}{4}$, LESS and except; the South 807 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ thereof, of Section 3, Township 34 South, Range 28 East, Highlands County, Florida, LESS and except road right-of-way.

AND

North half (N $\frac{1}{2}$) of Lot one (1) of the Subdivision of the West half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Two (2), Township 34 South, Range 28 East, according to plat thereof recorded in Transcript Book Page 23, Public Records of Highlands County, Florida, LESS and except road right-of-way.

AND

The South 807 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 South, Range 28 East, Highlands County, Florida, LESS and except road right-of-way.

AND

Lots 5 and 6 of the Subdivision of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 34 South, Range 28 East, according to the map or plat thereof as recorded in Transcript Book, Page 23, Public Records of Highlands County, Florida, Less road right-of-way.

Exhibit 2
to Annexation Agreement
Utility Plans



C-02-34-28-090-0000-0050

871 MEMORIAL DR
AVON PARK, FL 33825

Owners

SCARBOROUGH INVESTMENTS INC

Mailing Address

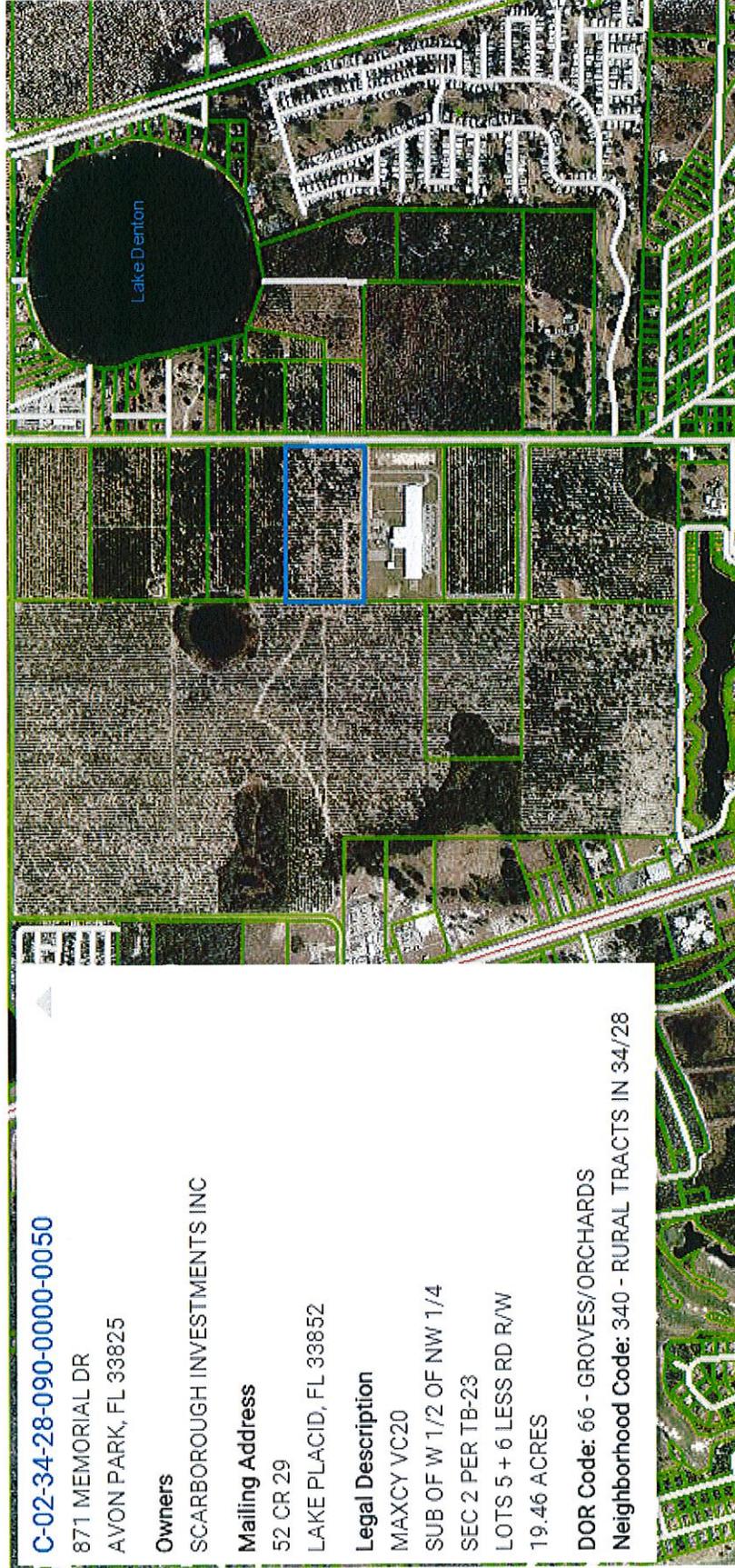
52 CR 29
LAKE PLACID, FL 33852

Legal Description

MAXCY VC20
SUB OF W 1/2 OF NW 1/4
SEC 2 PER TB-23
LOTS 5 + 6 LESS RD R/W
19.46 ACRES

DOR Code: 66 - GROVES/ORCHARDS

Neighborhood Code: 340 - RURAL TRACTS IN 34/28





C-03-34-28-A00-0060-0000

3420 DAVIS CITRUS RD
AVON PARK, FL 33825

Owners

SCARBOROUGH INVESTMENTS INC

Mailing Address

52 CR 29
LAKE PLACID, FL 33852

Legal Description

E 3/4 OF SE 1/4-LESS S 807
FT OF NE 1/4 OF SE 1/4 +
NE 1/4-LESS NLY 1440FT M\N
OF WLY 1405 FT M\S THEREOF
3-34-28/6 223.81 ACRES

DOR Code: 66 - GROVES/ORCHARDS

Neighborhood Code: 340 - RURAL TRACTS IN 34/28

C-03-34-28-A00-0070-0000

3402 RAVINE RD
AVON PARK, FL 33870-

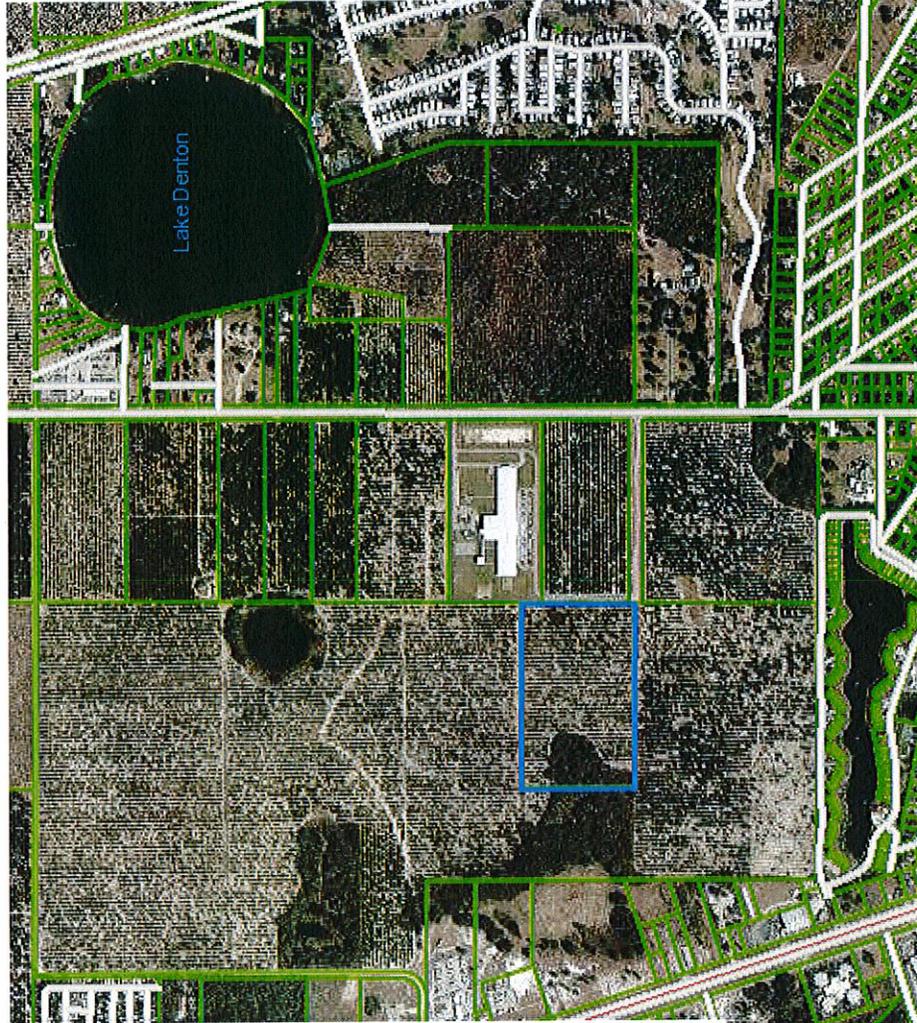
Owners
SCARBOROUGH INVESTMENTS INC

Mailing Address
52 CR 29
LAKE PLACID, FL 33852

Legal Description
S 807 FT OF NE 1/4 OF SE

1/4
3-34-28/7 24 ACRES
M/L

DOR Code: 66 - GROVES/ORCHARDS
Neighborhood Code: 340 - RURAL TRACTS IN 34/28



**UTILITY SERVICE
AGREEMENT**

BETWEEN

CITY OF AVON PARK, FLORIDA

AND

**SCHOOL BOARD OF HIGHLANDS
COUNTY**

FOR

MEMORIAL ELEMENTARY SCHOOL

LIST OF EXHIBITS:

- EXHIBIT "A" - Property Description
- EXHIBIT "B" - Development Plan
- EXHIBIT "C" - Subordination Agreement
- EXHIBIT "D" - Summary of Charges
- EXHIBIT "E" - Grant of Easement
- EXHIBIT "F" - City Specification
- EXHIBIT "G" - Certificate of Acceptance of Utility Facilities
- EXHIBIT "H" - Annexation Agreement
- EXHIBIT "I" - Refundable Advance Agreement

Facilities above. If constructed by CITY or others, SCHOOL BOARD shall be responsible for payment of the actual and direct costs of such off-site Utility Facilities as provided in CITY's records, and SCHOOL BOARD's payment for the cost of the installation of these facilities shall be a condition precedent to the initial rendering of service. City also requires that SCHOOL BOARD oversize facilities to accommodate future growth as provided in the CITY's Master Plan. Therefore, SCHOOL BOARD shall be entitled to reimbursement by third party development connecting to the SCHOOL BOARD funded Utility Facilities, for a fair share of the cost of the oversizing of such Utility Facilities. Such reimbursement shall be provided only pursuant to a separate Refundable Advance Agreement attached hereto as Exhibit "I."

4.3 Assurance of Title to Utility Facilities. Simultaneously with the execution of this contract, at the sole expense of SCHOOL BOARD, SCHOOL BOARD shall deliver to CITY an opinion of title from a qualified attorney-at-law, with respect to the Property, the SCHOOL BOARD's ownership and transfer of all Utility Facilities constructed by SCHOOL BOARD for CITY ownership, and the effectiveness of the transfer through the documents utilized for said transfer.

SECTION 5. AGREEMENT TO ANNEX WHEN LAWFUL

The Owner and/or SCHOOL BOARD agrees to annex said property when such annexation, in the opinion of the CITY, is lawful, prudent and in the existing CITY citizens' best interest. To accomplish that future annexation, the Owner must execute the Agreement to Annex provided in Exhibit "H" attached hereto. The execution and recording of the Agreement to Annex are conditions preceding any obligation by CITY to provide water, wastewater or irrigation water service to the Property. In the event that any court of competent jurisdiction fails to enforce the Agreement to Annex, the CITY may choose to terminate or refuse to provide, water, wastewater or irrigation water service to the Property, or any portion thereof.

SECTION 6 PRIOR APPROVALS

The parties recognize that CITY and/or SCHOOL BOARD may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of treatment capacity and Utility Facilities before service can be rendered to the Property. SCHOOL BOARD will, at its expense, make the necessary and proper applications to all governmental authorities, and will use reasonable efforts to obtain such approvals for the Utility Facilities it will construct under this Agreement, and CITY shall at its expense, make the necessary and proper applications to all governmental authorities, and will use reasonable efforts to obtain such approvals for the treatment facilities it will construct in order to provide service to SCHOOL BOARD. Applications for the approval of plans for on-site and off-site Utility Facilities to be constructed by SCHOOL BOARD shall be forwarded by SCHOOL BOARD to the applicable governmental agency subsequent to CITY's receipt and written approval of such plans developed by SCHOOL BOARD's engineer. If required, this Agreement shall be filed for record with the applicable governmental agency. It is further understood and agreed that this Agreement shall be null and void and of no further force and effect if any such requisite approvals cannot be obtained within a reasonable period of time and through the application of reasonable efforts to obtain same. If SCHOOL BOARD is not the legal title

EXHIBIT H

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Gerald T. Buhr
Gerald T. Buhr, P.A.
1519 Dale Mabry, Suite 100
Lutz, FL 33548
(813) 949-3681

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 22nd day of JAN, 2008, by Highlands County School Board, whose business address is 426 School St, Seb, FL, and its successors and assigns (hereinafter referred to as "OWNER"), and the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "CITY").

WITNESSETH

OWNER, for and in consideration of the sum of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the Property described in Exhibit "A" attached hereto, into the boundaries of the CITY whenever, in the sole opinion of the CITY, the annexation is legal, prudent and in the best interests of the CITY. CITY has the right to refuse to annex anytime in the future without terminating this Agreement to Annex. OWNER agrees that it would voluntarily annex the Property described in Exhibit "A" to the SCHOOL BOARD Agreement to which this Agreement is an Exhibit, however, annexation is not presently lawful because the Property is not contiguous to the CITY's present boundaries. The CITY would not otherwise provide utility service to the OWNER but for the expectation that the Property would be annexed sometime in the future. Therefore, once annexation of the property is lawful, OWNER, and any successors or assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision, or any other portion of the Property, all agree to voluntarily allow annexation by the CITY, and shall execute any documents necessary to accomplish that annexation into the CITY, and shall in no way hinder or delay such annexation. OWNER and its successors and assigns understand that this Agreement is perpetual, and is not revocable, and binds the OWNER, its, his, her successors, heirs, assigns, trustees and personal representatives. The CITY agrees to carry out the voluntary annexation when and if lawful.

It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described in Exhibit "A,"

including any lots or parcels resulting from subdividing in violation of this Agreement, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

OWNER agrees that if OWNER breaches this Agreement, the CITY's loss of potential future taxes from OWNER's project and future annexations based from OWNER's parcel would be substantial, and agrees that the CITY would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation expert witnesses, and including appellate attorney fees and costs.

In Witness, parties have caused this Agreement to be executed the day and year written above.

Signed, sealed and delivered before these witnesses:

Connie E. Scobey
(Signed)

Connie E. Scobey
(Printed)

Maria Adams
(Signed)

Maria Adams
(Printed)

OWNER:
SCHOOL BOARD OF HIGHLANDS
COUNTY, FLORIDA

By: J. Ned Hancock
J. Ned Hancock, Chairperson

By: Wally Cox
Wallace P. "Wally" Cox,
Superintendent of Schools

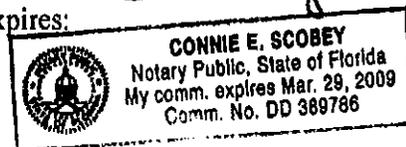
APPROVED AS
TO FORM: John K. McClure
John K. McClure,
Board Attorney

STATE OF FLORIDA
COUNTY OF HIGHLANDS

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by J. NED HANCOCK, as the Chairperson for the School Board of Highlands County, Florida and WALLACE P. "WALLY" COX, as Superintendent of Schools, Highlands County, Florida, who are known to me to be the persons described in and who executed the foregoing, this 22nd day of January, 2008. They are personally known to me or have produced (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of January 2008

Notary Public Connie E. Scobey
My Commission Expires:



CITY OF AVON PARK

[SEAL]

ATTEST: *Sarah Adel*
SARAH ADEL, City Clerk

APPROVED AS
TO FORM: *[Signature]*
Gerald T. Buhr, City Attorney

CITY OF AVON PARK, FLORIDA,

By: *[Signature]*
, Mayor

IN WITNESS WHEREOF, SCHOOL BOARD and CITY have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

SCHOOL BOARD

Signed, sealed and delivered before these witnesses:

Connie E. Scobey
(Signed)
Connie E. Scobey
(Printed)

Nina Adams
(Signed)
NINA Adams
(Printed)

**SCHOOL BOARD:
SCHOOL BOARD OF HIGHLANDS
COUNTY, FLORIDA**

By: [Signature]
J. Ned Hancock, Chairperson

By: Wally Cox
Wallace P. "Wally" Cox,
Superintendent of Schools

APPROVED AS
TO FORM: [Signature]
John K. McClure,
Board Attorney

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by J. NED HANCOCK, as the Chairperson for the School Board of Highlands County, Florida and WALLACE P. "WALLY" COX, as Superintendent of Schools, Highlands County, Florida, who are known to me to be the persons described in and who executed the foregoing, this 22nd day of January, 2008. They are personally known to me or have produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of January, 2008

Notary Public Connie E. Scobey

My Commission Expires:  **CONNIE E. SCOBEY**
Notary Public, State of Florida
My comm. expires Mar. 29, 2009
Comm. No. DD 389786

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

As recorded in Trustee's Deed recorded in O.R. Book 2031, Page 1268, of the Public Records of Highlands County, Florida:

TOGETHER WITH THE FOLLOWING INGRESS/EGRESS EASEMENT recorded in O.R. Book 2031, Page 1270, of the Public Records of Highlands County, Florida:

18.50
7280.00
7,298.50
JB

3

PREPARED BY AND RETURN TO:
J. Ross Macbeth, Esq.
2543 U.S. 27 South
Sebring, Florida 33870
(863) 385-7600



TRUSTEE'S DEED

THIS INDENTURE, made this 15th day of December, 2006, between J. Ross Macbeth, as Trustee of the Joseph O. Macbeth Family Trust under Trust Agreement dated November 30, 1994, whose mailing address is 2543 U.S. 27 South, Sebring, FL 33870, as "Grantor", and The School Board of Highlands County, Florida, a political subdivision of the State of Florida, whose mailing address is 426 School Street, Sebring, FL 33870, as "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, all parties to this instrument and heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

THAT the Grantor, by virtue of the power and authority to him given by the Trust Agreement of the above referenced trust and the Statutes of the State of Florida and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant bargain, sell and convey to the Grantee, its successors and assigns forever, the real property in Highlands County, Florida, described as follows:

The North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the North 13.63 feet of the South 1/2 of the Northwest 1/4 of Southwest 1/4 of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, less road right-of-way for Memorial Drive.

SUBJECT TO:

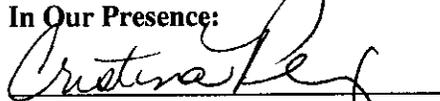
1. Reservations, restrictions, easements and assessments of record, if any, to the extent same are valid and enforceable.
2. Taxes for the year 2007 and subsequent years.
3. The Highlands County Solid Waste Collection, Disposal and Assessment Ordinance, Chapter 8.5 of the Code of Ordinances, Highlands County, Florida for 2006 and subsequent years.
4. Grantor's retained right to care for, harvest, and sell the fruit crop on the above described real property until on or before May 15, 2007.

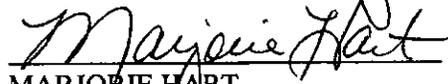
PROPERTY APPRAISER'S IDENTIFICATION NO.: C02-34-28-A00-0120-0000

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, with every right, title and interest of which the Grantor is now seized and possessed as Trustee as aforesaid, and the Grantor, hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

**Signed, Sealed and Delivered
In Our Presence:**

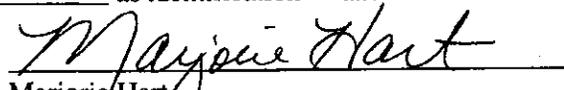

CRISTINA E. PEREZ

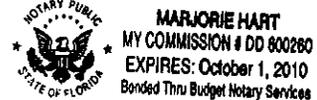

MARJORIE HART

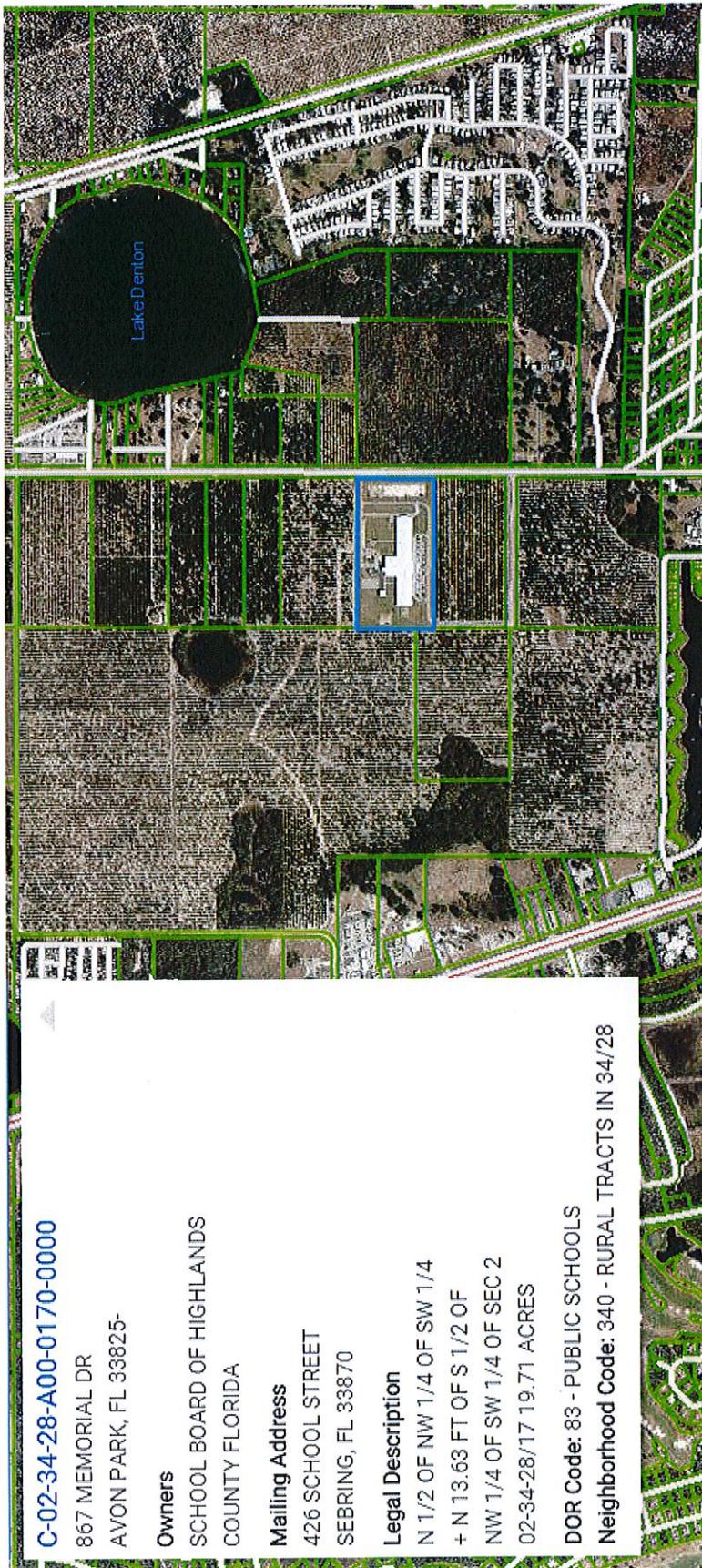
By: 
J. Ross Macbeth, as Trustee of the Joseph O. Macbeth Family Trust under Trust Agreement dated November 30, 1994

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing Trustee's Deed was acknowledged before me this 15th day of December, 2006, by J. Ross Macbeth, as Trustee of the Joseph O. Macbeth Family Trust under Trust Agreement dated November 30, 1994, who is personally known to me or who has produced _____ as identification and he did not take an oath.


Marjorie Hart
Notary Public, State of Florida
My Commission Expires:





C-02-34-28-A00-0170-0000
 867 MEMORIAL DR
 AVON PARK, FL 33825-

Owners
 SCHOOL BOARD OF HIGHLANDS
 COUNTY FLORIDA

Mailing Address
 426 SCHOOL STREET
 SEBRING, FL 33870

Legal Description
 N 1/2 OF NW 1/4 OF SW 1/4
 + N 13.63 FT OF S 1/2 OF
 NW 1/4 OF SW 1/4 OF SEC 2
 02-34-28/17 19.71 ACRES

DOR Code: 83 - PUBLIC SCHOOLS
Neighborhood Code: 340 - RURAL TRACTS IN 34/28

E-13

E 13

ORDINANCE 07-16

AN ORDINANCE TO ANNEX APPROXIMATELY 9.18 ACRES OF LAND OWNED BY CREWS LAND AND DEVELOPMENT CORP, LOCATED AT E CANFIELD ST, C-24-33-28-A00-0290-0000, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park, Florida is a duly incorporated municipality under the laws of the State of Florida; and

WHEREAS, CREWS LAND AND DEVELOPMENT CORP, is the owner as shown by the legal description attached hereto as Exhibit "B"; and

WHEREAS, the City of Avon Park, would like to incorporate the property, described in Exhibit "B" into the City limits of the City of Avon Park, Florida, as shown by the map, Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the City has an Annexation Agreement signed by CREWS LAND AND DEVELOPMENT CORP, attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the City of Avon Park, Florida, finds that the property is contiguous to the existing City Limits as required by Florida Statutes Section 171.044, and has the authority to annex this property; and,

WHEREAS, the City of Avon Park, Florida deems it to be in the best interest of the citizens of the City of Avon Park, Florida, and those entitled to its services, that an Ordinance be passed for the purposes of annexing the said property; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA;

Section 1. Property Suitable for Annexation. The City Council finds that the property is substantially contiguous to the existing city limits, and is otherwise capable of being lawfully annexed into the City.

Section 2. Property Annexed. That the parcel of land with the legal description identified in Exhibit "B" attached hereto and incorporated herein, is hereby voluntarily annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The property being annexed is shown on the map attached as Exhibit "A". The City boundaries are hereby redefined so as to include the said described parcel of land.

Section 3. Effective Date. This ordinance shall take effect immediately after passage.

INTRODUCED AND PASSED on First Reading the ____ day of _____, 2016.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ON THE ____ DAY OF _____, 2016.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Maria Sutherland, City Clerk

Approved as to form:

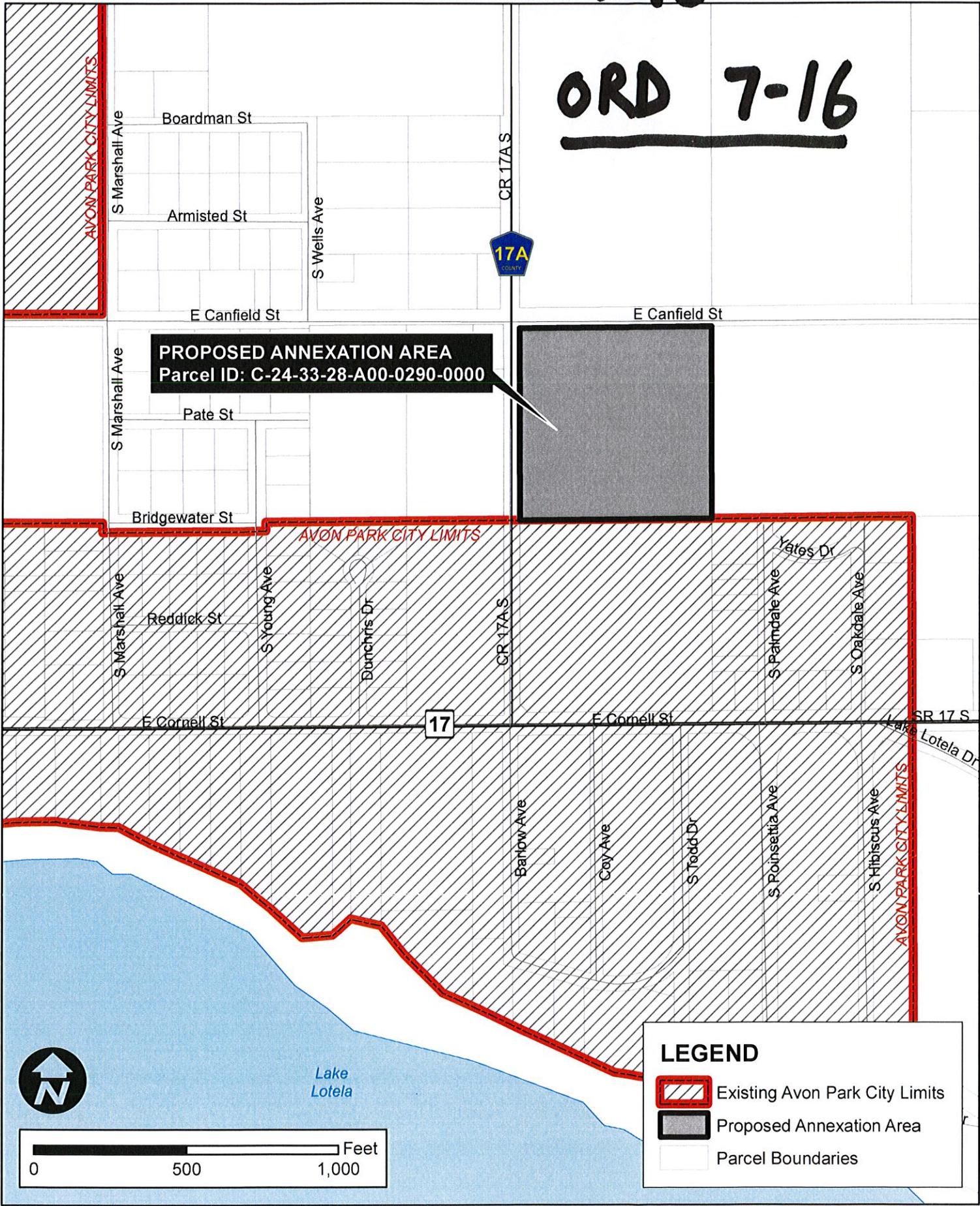
Gerald T. Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance

7-16

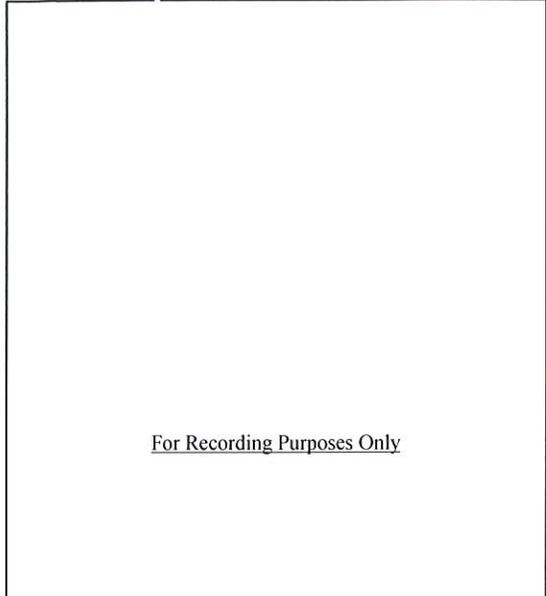
ORD 7-16

PROPOSED ANNEXATION AREA
Parcel ID: C-24-33-28-A00-0290-0000



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Utility Billing Department
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825
(863) 452-4403



For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 26th day of January, 2016, by Crews Land & Development Corp., whose address is P O BOX 1961, AVON PARK, FL 33826-1669 and his/her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

Owner, for and in consideration of the receipt of utility service, and Rezoning initiated by the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

C-24-33-28-A00-0290-0000
E CANFIELD ST
AVON PARK, FL 33825

LEGAL DESCRIPTION

LOT 12 BLK3
-LESS RD R/W
24-33-28/29 9.18 ACRES

Handwritten signature or initials in blue ink.

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.



Signed, sealed and delivered before these witnesses:

Sue Walker
(Signed)
Sue Walker
(Printed)

OWNER:

Robert C Crews President

By: Robert C Crews President

OWNER:

(Signed)

(Printed)

By: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 24 day of February 2016, before me, an officer duly qualified to take acknowledgments, personally appeared Robert C Crews He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Betty Sue Walker
Printed name: Betty Sue Walker
Commission No. FF 946458 My Commission Expires: April 28, 2020

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, an officer duly qualified to take acknowledgments, personally appeared _____. He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: _____
Printed name: _____
Commission No. _____ My Commission Expires: _____

Parcel C-24-33-28-A00-0290-0000

E CANFIELD ST
 AVON PARK, FL 33825-

Owners:

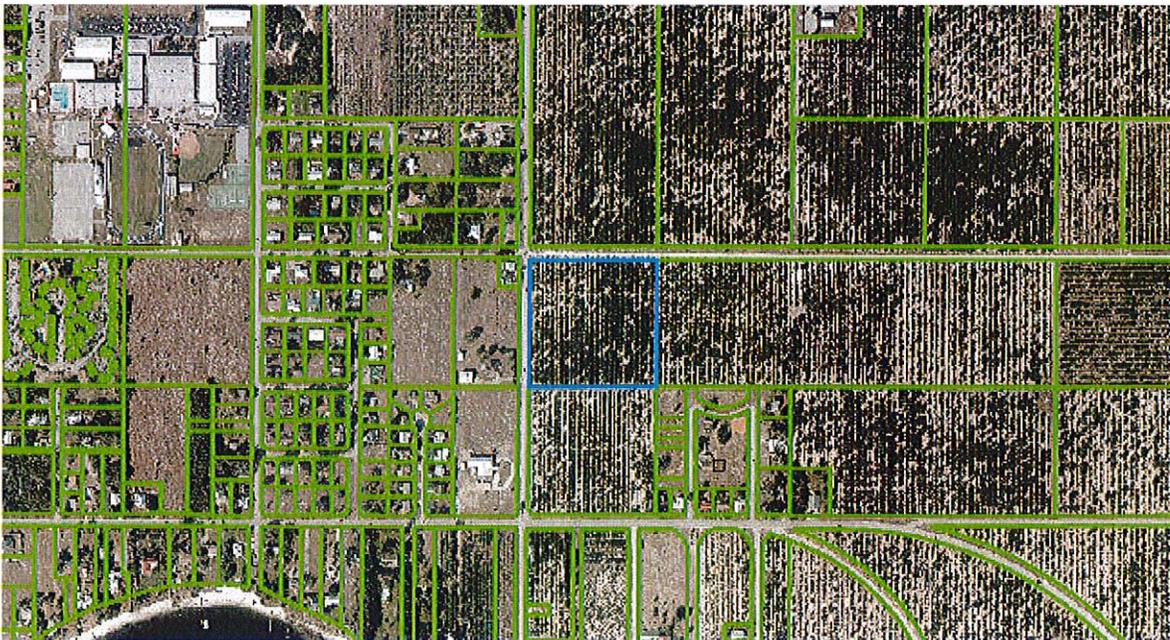
CREWS LAND + DEVELOPMENT CORP

Mailing Address

P O BOX 1961
 AVON PARK, FL 33826-1961

DOR Code: 66 - GROVES/ORCHARDS**Neighborhood:** 330.00 - RURAL TRACTS IN 33/28**Millage:** 40 - County Southwest Water**Map ID:** 44D**Legal Description**

LOT 12 BLK 3
 -LESS RD R/W
 24-33-28/29 9.18 ACRES
 -AGMT-

**Value Summary**

Total Building Value	\$0
Total XF Value	\$0
Total Land Value	\$77,026
Total Land value - Agri.	\$51,338
Income	NA
Total Classified Use Value	\$51,338
Total Just Value	\$77,026

Taxable Value Summary

E-14

E14

RESOLUTION NO. 16-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, DECLARING THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA TO BE THE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Avon Park, Florida, has, adopted three Community Redevelopment Plans for the City; and

WHEREAS, these plans were adopted pursuant to the Community Redevelopment Act of 1969, as amended, or the "Act", as contained in Florida Statutes, Chapter 163, Part III; and

WHEREAS, the City Council desires to provide for the removal of such blighted areas within the redevelopment areas detailed in the redevelopment plans pursuant to the Community Redevelopment Act of 1969, as amended, or the "Act", as contained in Florida Statutes, Chapter 163, Part III.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA, as follows:

SECTION 1. CITY COUNCIL AS REDEVELOPMENT AGENCY.

- 1. The City Council declares itself to be the redevelopment agency, in which case all the rights, powers, duties, privileges, and immunities vested by Section 163.357, Florida Statutes (1987), as amended, in an agency will be vested in the governing body of the municipality, subject to all responsibilities and liabilities imposed or incurred.
- 2. The members of the governing body shall be the members of the agency, but such members constitute the head of a legal entity, separate, distinct, and independent from the governing body of the municipality.
- 3. Since the governing body declares itself to be an agency which already exists, the new agency is subject to all of the responsibilities and liabilities imposed or incurred by the existing agency.

SECTION 2. SEVERABILITY.

If any section, part of a sentence, paragraph, phrase or word of this Resolution is for any reason held to be unconstitutional, invalid, inoperative or void, such holding shall not affect the validity of the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid, inoperative or void part, thereby causing said

remainder to remain in full force and effect.

SECTION 3. CONFLICTS.

All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent necessary to give this Resolution full force and effect.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

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

PASSED AND ADOPTED this 14th day of March, 2016

CITY OF AVON PARK, FLORIDA

SHARON SCHULER, MAYOR

ATTEST:

MARIA SUTHERLAND, CITY CLERK

E-15



SAXON | GILMORE

SAXON GILMORE & CARRAWAY, P.A.
Attorneys and Counselors at Law

GERALD T. BUHR, P.A., *Of Counsel*

1015 Wyndham Lakes Drive, Odessa, Florida 33556
Certified City, County and Local Government Attorney

E 15

Direct Dial: 863.508.7055
Facsimile: 863.508.7066
Email: Gerald@geraldtbuhr.com
www.saxongilmore.com



City Attorney for:
City of Avon Park
Town of Zolfo Springs
City of Bowling Green
City of San Antonio

MEMORANDUM

To: City Council, City Manager Deleon, Public Safety Director Lister
From: Jerry Buhr
Date: February 25, 2016
Subject: Block Parties.

I have been asked by the Public Safety Director to evaluate the risk to the City associated with providing city road closures associated with local “block parties,” and the potential for cars to “blow through” the road closures and thereby injure partygoers. An additional request has been made to evaluate whether it is alright for the citizens to do the road closures with city cones, or whether the City should do the road closures.

Legality of Closing City Roads

As an initial matter, the Florida Statutes provide that the City has jurisdiction over its own streets as follows:

Chartered municipalities shall have original jurisdiction over all streets and highways located within their boundaries, except state roads, and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

§316.006(2)(a) F.S. (Emphasis added)

Thus, the City has authority to close roads for festivals and block parties, but in doing so, must follow the Manual on Uniform Traffic Control Devices for Streets and Highways published by the State Department of Transportation.

Liability

There is always risk of liability associated with manipulating existing traffic flows. *Pollock v Florida Department of Highway Patrol*, 882 So.2d 928 (Fla. 2004) (“It is well settled that a public or private entity which owns, operates, or controls a property, including a roadway, owes a duty to maintain that property, and a corresponding duty to warn of and correct dangerous conditions thereon.”) Much of that traffic flow manipulation is of an absolute necessity for road work, drainage, water and wastewater repairs and securing an accident scene. The City is not immune from liability for Maintenance of Traffic (“MOT”) decisions as it is for most planning-level and legislative decisions. A common example for the difference between immune planning level decisions and non-immune operational decisions, compares a stop sign. The decision as to when and where to place a stop sign is a planning-level decision immune from liability. But once the stop sign is placed, the decision to remove it temporarily for construction, or the error in failing to maintain ROW-side vegetation such that the sign gets obscured from drivers’ view, have been found to bring liability. *See, e.g. Hughes v. City of Ft. Lauderdale*, 519 So.2d 43 (4th DCA 1988) (Failure by county to remove roadside vegetation is operation, and subject to liability).

An additional question would include “how much liability?” If the error of MOT were committed by a contractor or utility instead of the City, the potential for liability could be limited to sovereign immunity limits, or it could be enormous. In the tragic event a car were to “blow through” the MOT barrier for a block party thereby injuring (or worse) residents in the street, and it was established that the MOT was improperly set up to prevent a car from doing so, the liability could likely be millions of dollars. As discussed above, the City is also not immune from liability, however, pursuant to §768.28(5) FS, the City’s liability would appear to be limited to \$200,000 per person for one claim, and \$300,000 per event as follows:

(5) The state and its agencies and subdivisions shall be liable for tort claims in the same manner and to the same extent as a private individual under like circumstances, but liability shall not include punitive damages or interest for the period before judgment. **Neither the state nor its agencies or subdivisions shall be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000.** However, a judgment or judgments may be claimed and rendered in

excess of these amounts and may be settled and paid pursuant to this act up to \$200,000 or \$300,000, as the case may be; and that portion of the judgment that exceeds these amounts may be reported to the Legislature, but may be paid in part or in whole only by further act of the Legislature. Notwithstanding the limited waiver of sovereign immunity provided herein, the state or an agency or subdivision thereof may agree, within the limits of insurance coverage provided, to settle a claim made or a judgment rendered against it without further action by the Legislature, but the state or agency or subdivision thereof shall not be deemed to have waived any defense of sovereign immunity or to have increased the limits of its liability as a result of its obtaining insurance coverage for tortious acts in excess of the \$200,000 or \$300,000 waiver provided above.

§768.28(5) F.S. (Emphasis added)

That appears to open the City under the grim scenario discussed above, to a claim of \$300,000 for the total event. *See, e.g., State of Florida, Department of Transportation v. Knowles*, 388 So.2d 1045 (Fla. 2d DCA 1980). Nevertheless, the plaintiff could prevail upon the Florida Legislature to accept their application for exceeding the sovereign immunity limits, where the Legislature orders the City to pay more, or even the full amount of the claim, or multiple claims. *City of Miami v Valdez*, 847 So.2d 1005 (Fla. 3d 2003) (City paid statutory cap to both driver and passenger of car, and legislature ordered city to pay 4.9 million more to passenger).

What Do Other Cities Do?

I have researched this issue, and I was, quite frankly, surprised to find that a number of Florida cities not only allow road closures, but have established ordinances and/or procedures for allowing them. The City of Fort Lauderdale actually *encourages* block parties. I also found it interesting that most cities that allow block parties (I found none that prohibited them), do not have detailed code provisions regulating them. There were a few cities that I found, however, that do have ordinances regulating block parties. My research as to what cities allow or prohibit block parties was not exhaustive, and I can supplement that research if you wish, or you can direct staff to do so through *municode.com*.

Along with this memo, I have provided staff with the following information that I found as part of that research, and they might find useful for forms etc.:

1. Deltona Application for Block Party Permit; Deltona Block Party Code.
2. Orange County Ordinance for Block Parties
3. City of Clearwater Application for Block Party
4. City of Hollywood, Florida application for block parties
5. City of Monticello, FL Application and checklist for permit for block parties
6. NY Application for block parties
7. Belgrade Montana application for street closing for event

Recommendation:

Because of the potential liability, the city should review the coverage of such a special events with its insurance carrier. In the event that such block parties are covered events under the city insurance, and the Council decides to proceed to allow the block parties, I strongly recommend that it do so with some specific regulations on such events. Of primary importance, of course, is the proper MOT for traffic diversion. It would appear to me that simple cones showing closure are inadequate, and that barricades would be better suited for such events. But I leave that ultimate decision to those in the city who are certified to establish MOT.

Other areas of concern for regulation are public alcohol use, noise, sanitation, clean-up and garbage collection, etc. If the Council decides to proceed, I can meet with the staff to discuss the potential provisions of an ordinance regulating block parties, and the staff can develop reasonable fees for review and permitting block parties to help promote safe events.

E-16

(E16)

AGREEMENT

This Agreement is made and executed on _____, 20__ by and between the CITY OF AVON PARK, a Florida Municipal Corporation organized and existing under the laws of the State of Florida, having its principal office at 110 East Main Street, Avon Park, FL 33825, herein referred to here "City" and Kerry Barnett Fire Safety Consulting, LLC., a limited liability corporation, organized and existing under the laws of the State of Florida, having its principal office at 43951 CR 54E, Kathleen, Florida 33849.

Recitals

Kerry Barnett Fire Safety Consulting, LLC is pleased to present the City of Avon Park ("City") with this proposal for fire inspection services. We understand the situation the City is in by not having the ability to provide adequate and timely inspection and plan review related services on a full time basis and also recognize the unique opportunity to fulfill that service.

Having a full understanding of the inspection and plan review requirements within the State of Florida, Kerry Barnett Fire Safety Consulting, LLC is confident that its proposed service will effectively handle the City's needs. The goal is to provide fire prevention practices and strategies by conducting fire inspections for both new and existing occupancies along with plan review and consultation on an hourly basis.

The unique ability of Kerry Barnett Fire Safety Consulting, LLC to educate business owners and occupants of the Florida Fire Prevention Code and its successful track record Kerry Barnett as a fire marshal for approximately 10 years, along with contacts within the fire marshal and inspector profession throughout the State, makes Kerry Barnett Fire Safety Consulting, LLC an enviable partner in this project. Kerry Barnett Fire Safety Consulting, LLC looks forward to forming a mutually rewarding relationship with the City of Avon Park.

Services that will be Provided

- Act as the City's Firesafety Inspector as defined in Chapter 633, FS., and conduct all firesafety inspections required by law as provided in §633.216 FS.
- Consultation
- Plan Review
- Commercial Checks
- Annual Inspection – based on Florida Statutes Chapter 633 (those required on annual basis) and then all other businesses, as directed by Director of Public Safety
- Construction Inspections (tied to plan review)
- Attendance at Council Meetings (if requested, when available)
- Attendance at Site Plan Meetings (if requested, when available)
- Assist businesses with Action Plans

Certifications/Licenses

Kerry Barnett Fire Safety Consulting, LLC and Inspector Kerry Barnett have obtained and will renew all certifications and licenses required and necessary to fulfil their duties under Chapter 633 F.S., and this Agreement, or will obtain such certifications and licenses prior to initiating any services for the City.

Identification of Needs

Kerry Barnett Fire Safety Consulting, LLC understands the requirements to be as such:

Legal Requirements

- To serve the City of Avon Park as its contract Firesafety Inspector as approved per this Agreement and as required by Chapter 633, F.S. To conduct fire-safety inspections and enforce the Florida Fire Prevention Code per Florida Statutes Chapter 633.
- To review plans to ensure construction complies with the Florida Fire Prevention Code and consult with contractors for new commercial construction and building rehabilitation projects as per Florida Statute Chapter 633.
- To attend Council meetings and/or other meetings with City of Avon Park, as need or requested, if available.

General Requirements

- Conduct annual fire safety inspections.
- Conduct commercial checks.
- Conduct plan review for new construction and building rehabilitation projects.
- Meet with contractors of permitted jobs or proposed jobs, as needed.
- Attend related meetings with the City associated with fire safety inspections and/or plan review.
- Provide copies of all inspections and plan review correspondence to the City.
- Comply with Florida's Public Records Act as follows:
 - a. Kerry Barnett Fire Safety Consulting, LLC shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. All records, books, 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, and especially s. 119.0701 FS, and shall be kept by Kerry Barnett Fire Safety Consulting, LLC in compliance thereof.
 - b. At no additional cost to the City, Kerry Barnett Fire Safety Consulting, LLC shall provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 FS or as otherwise provided by law.

c. Kerry Barnett Fire Safety Consulting, LLC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Kerry Barnett Fire Safety Consulting, LLC shall meet all requirements for retaining public records and transfer, at no cost to the City all public records in possession of the Kerry Barnett Fire Safety Consulting, LLC upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Schedule of Fees and Charges:

Kerry Barnett Fire Safety Consulting, LLC shall bill the City \$85 per hour plus a one-way trip charge (1.5 hours at hourly rate), with time plus one-half for services required by the City after 5:00 PM and on Sundays for the following services:

- a. To conduct firesafety inspections and enforce the Florida Fire Prevention Code per Florida Statute 633
- b. To review plans to ensure construction complies with the Florida Fire Prevention Code and consult with contractors for new commercial construction and building rehabilitation projects as per Florida Statute 633
- c. To attend Council meetings and/or other meetings with City of Avon Park, as need or requested, if available
- d. Construction Inspections

In the event that additional services not discussed herein are to be provided, that charge shall be the same, or Kerry Barnett Fire Safety Consulting, LLC shall contact the City Manager and agree on a different rate, in writing.

Other Requirements

- Provide owner/occupant of the inspected occupancy a written inspection report that lists the violations found and time frame to comply.
- Keep an accurate file of occupancies of inspections conducted for the City of Avon Park.
- To review all commercial related plans to see if there is concerns for a life safety review, if so, check for fire safety compliance and provide a plan review comment sheet to the contractor who submitted plans for permitting.
- Keep an accurate file on each construction project and sign off once completed.
- Provide a written record of all time spent while conducting any of the fore mentioned fire prevention practices to the City of Avon Park for payment of services provided. This documentation will be submitted at the end of each month.

Existing Annual Inspections

Annual inspections for the current existing occupancies may be conducted on Monday through Saturday between the times of 9:00 AM and 5:00 PM. Reports will be issued to the occupant upon completion of the inspection unless additional research on a particular code or codes has to be completed. If that is the situation, then the report will be delivered to the occupant the next day. Copies of these reports will also be given to the City of Avon Park. Any additional information required for the City's billing for such services shall be provided.

Re-inspects for those occupancies that had violations will be completed upon the time frame given to comply based on the seriousness of violation. Normally a reinspect is after 45 days and typically, those that involve fire protection systems and egress are considered a higher priority than something such as a storage related issue. If the City of Avon Park has a reinspect schedule based on the violation type, that schedule will be used.

In the case of multiple violations that may cost the occupancy a considerable amount of money, an action plan shall be created by the occupant (based on priority) and submitted for the City to review. Kerry Barnett Fire Safety Consulting, LLC will provide a copy of the action plan to the City of Avon Park for review, final approval, and recordkeeping.

Plan Review

Plans will be picked up by Kerry Barnett Fire Safety Consulting, LLC at the City of Avon Park building Department or the City of Avon Park may mail plans directly to Kerry Barnett Fire Safety Consulting, LLC. Enough copies shall be submitted so that Kerry Barnett Fire Safety Consulting, City of Avon Park, the contractor of the project and any other agency needing a copy on file will have available to them. All plans that must be reviewed will be completed within 14 calendar days. The plans will be stamped "reviewed", signed, and a comment sheet will be attached noting whether the plans passed or failed. As a plan examiner, plans are reviewed for compliance to the Florida Fire Prevention Code, City Land Development Code, Florida Building Code, applicable NFPA Standards and Codes in concerns of life safety. Design and construction is left to the architects and engineers. Meetings can be set by either this authority or the contractor of the project to discuss any difference that could arise during the plan review process to ensure the project continues to move forward.

Related Construction Inspections

Inspections associated with a plan review shall be called into the City of Avon Park Building Department who will then notify Kerry Barnett Fire Safety Consulting, LLC of the requested date. A forty-eight (48) hour notice shall be given. This is to ensure scheduling can be completed. Kerry Barnett Fire Safety Consulting, LLC will then contact the requesting contractor and give a time that would be available on that date. Kerry Barnett Fire Safety Consulting, LLC will make every attempt to be available when needed, provided proper notice is given.

Special Events & Outdoor Sales/Activities

On occasion, businesses have special events within the City limits. These events may require permitting to hold these events. Based on the required permit, plan review and related inspections may be necessary. Kerry Barnett Fire Safety Consulting, LLC will provide these services. Based on the time frames and dates of these events, inspections may take place outside the normal work week and hour range.

Backup Coverage

In the event Kerry Barnett Fire Safety Consulting, LLC cannot make a scheduled inspection, Kerry Barnett Fire Safety Consulting may utilize another certified municipal fire safety inspector holding certifications sufficient to conduct the related firesafety inspection. This would be at the expense of Kerry Barnett Fire Safety Consulting, LLC.

Related Costs and Payment Terms

All tools and equipment, inspection and plan review manuals and literature used for conducting plan review or fire safety inspections will be at the expense of Kerry Barnett Fire Safety Consulting, LLC. General liability, as requested by City of Avon Park, will be carried by Kerry Barnett Fire Safety Consulting, LLC at the expense of Kerry Barnett Fire Safety Consulting, LLC. Vehicle maintenance, insurance and gas will also be at the expense of Kerry Barnett Fire Safety Consulting, LLC. Uniform will consist of a golf style shirt and work pants. An identification badge will be required and worn during all inspections. The identification badge will be provided by the City showing the firesafety inspector authority.

Kerry Barnett Fire Safety Consulting, LLC shall submit an itemized invoice of all time spent conducting inspections, plan reviews or attendance of any meetings to the City of Avon Park. Invoice will list the date, time, total hours and the names of the occupancy and/or contractor the inspection or meeting was completed with. A monthly cost will be at the bottom of the invoice.

Indemnification

Kerry Barnett Fire Safety Consulting, LLC shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Kerry Barnett Fire Safety Consulting, LLC, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Kerry Barnett Fire Safety Consulting, LLC recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual

obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Kerry Barnett Fire Safety Consulting, LLC of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Planner shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for the City Attorney or counsel selected by City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary or prudent by the City Attorney, any sums due to Kerry Barnett Fire Safety Consulting, LLC under this Contract may be retained by City until all of the City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes, or to in any way waive the City's sovereign immunity protections. Furthermore, to the extent that the contractor is protected by sovereign immunity as a firesafety inspector contract agent for the City under Chapter 633, and not diminishing the indemnification of the City provided above, nothing in this Agreement is intended to waive such right to immunity by Kerry Barnett Fire Safety Consulting, LLC.

Insurance

Kerry Barnett Fire Safety Consulting, LLC shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall acknowledge coverage for the indemnification provided herein. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Kerry Barnett Fire Safety Consulting, LLC as required herein shall be considered, and Kerry Barnett Fire Safety Consulting, LLC agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Kerry Barnett Fire Safety Consulting, LLC as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at not less than AM Best A+ and authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Highlands County, Florida. Such policy or policies shall name the City and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

Commercial Liability Insurance.

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- Premises and/or operations.
- Subcontracted planners, if any.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Kerry Barnett Fire Safety Consulting, LLC shall furnish to the City Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Planner's failure to provide to the City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Planner is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Professional Insurance

Professional insurance (E & O) will not be required of Kerry Barnett Fire Safety Consulting, LLC due to protection through NFPA 1 incorporated into Florida law by Chapter 633, Florida Statutes. Nevertheless, in the event that a court of competent jurisdiction determines that the protection through NFPA 1 and chapter 633, Florida Statutes does not apply, the indemnification provided herein shall, nonetheless, apply to such claim.

Status of Claim.

Kerry Barnett Fire Safety Consulting, LLC shall be responsible for keeping the City currently advised as to the status of any claims made for damages against Kerry Barnett Fire Safety Consulting, LLC resulting from services performed under this Contract. Kerry Barnett Fire Safety Consulting, LLC shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to the addresses stated at the top of this Contract.

Contract/ Termination

This contract shall be for an initial term of either (3) three years with the availability of a (1) one year roll over, however, either party to this Agreement may terminate this Agreement, for any reason, with or without cause, with sixty (60) days of written notice to the other party. Roll over years are provided in this contract should the City be satisfied with the performance of services provided by Kerry Barnett Fire Safety Consulting, LLC, therefore not requiring a bid process to take place again. Cost for services provided will remain the same through the life of the contract. Prior to the end of initial term of the contract, both parties shall meet to discuss the continuance through the roll over year(s). This shall be completed at least (30) thirty days prior to the end of the initial contract. Contract term will be yearly based on the date signed by all parties.

Disclaimer Of Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Conflict With Laws

In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order.

Saving Clause

In the event that any portion of this Agreement shall be deemed by a court of competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the Agreement, but failing in agreement on replacement provisions, this Agreement shall terminate and the rights and duties of the parties shall cease, and the City shall pay any undisputed remaining fees.

Laws Of Florida To Govern / Venue / Waiver Of Jury Trial

This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

Document Is The Result Of Mutual Draftsmanship

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms-length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

Notice

Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the addresses stated at the top of this Agreement.

KERRY BARNETT FIRE SAFETY CONSULTING, LLC

By: 
Kerry Barnett, Authorized Member

ATTESTED:

CITY OF AVON PARK, FLORIDA

Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

**APPROVED AS TO FORM AND
CONTENT:**

Gerald T. Buhr, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2016

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 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 Insurance Company of Florida 3751 Maryweather Ln Ste # 102 Wesley Chapel FL 33544		CONTACT NAME: Rani Mahbubani PHONE (A/C No. Ext): (813) 788-1465 FAX (A/C No.): (813) 994-3626 E-MAIL ADDRESS: rani@insurancecompanyofflorida.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Charter Oak Fire Ins. Co. NAIC # 25615	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURED Kerry Barnett 43951 CR54E Kathleen FL 33849		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1621901794 **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.

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6608887P70A	5/10/2015	5/10/2016	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	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	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER City of Avon Park 110 E. Main Street Avon Park, FL 33825	CANCELLATION 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 Rani Mahbubani/RM

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E-17

Municipality	County	Form of Government	2015 Population*	What is your municipality's current annual salary for the position of mayor?	What is your municipality's current annual salary for the position of commissioner/council
Alachua	Alachua	Council-Manager	9,479	\$ 18,000.00	\$ 16,500.00
Alford	Jackson	Council-Weak Mayor	504		
Altamonte Springs	Seminole	Council-Manager	42,719	\$ 7,200.00	\$ 6,000.00
Altha	Calhoun	Council-Weak Mayor	570		
Anna Maria	Manatee	Council-Strong Mayor	1,523		
Apalachicola	Franklin	Hybrid	2,269	\$ 6,000.00	\$ 5,191.00
Apopka	Orange	Council-Strong Mayor	45,669	\$ 150,000.00	\$ 13,500.00
Arcadia	DeSoto	Council-Weak Mayor	7,479		
Archer	Alachua	Council-Manager	1,137	\$ 2,400.00	\$ 2,400.00
Astatula	Lake	Council-Weak Mayor	1,800		
Atlantic Beach	Duval	Council-Manager	12,986	\$ 9,580.00	\$ 5,831.16
Atlantis	Palm Beach	Council-Manager	2,006	\$ 12,800.00	\$ 10,800.00
Auburndale	Polk	Council-Manager	14,262	\$ 6,164.00	\$ 5,281.00
Aventura	Miami-Dade	Council-Manager	37,262	\$ 10,000.00	\$ 7,500.00
Avon Park	Highlands	Council-Manager	9,513	\$ 4,200.00	\$ 3,600.00
Bal Harbour	Miami-Dade	Council-Manager	2,855		
Baldwin	Duval	Council-Strong Mayor	1,411		
Bartow	Polk	Council-Manager	17,812	\$ 6,365.00	\$ 6,365.00
Bascom	Jackson	Commission	124		
Bay Harbor Islands	Miami-Dade	Council-Manager	5,785		
Bay Lake	Orange	Council-Manager	15	\$ -	\$ -
Bell	Gilchrist	Council-Weak Mayor	497	\$ 2,262.72	\$ 2,262.67
Belle Glade	Palm Beach	Council-Manager	17,424	\$ 11,712.00	\$ 10,360.00
Belle Isle	Orange	Council-Manager	6,422	\$ -	\$ -
Belleair	Pinellas	Council-Manager	3,887	\$ -	\$ -
Belleair Beach	Pinellas	Council-Manager	1,571	\$ -	\$ -
Belleair Bluffs	Pinellas	Council-Weak Mayor	2,052	\$ 6,000.00	\$ 4,800.00
Belleair Shore	Pinellas	Council-Strong Mayor	107	\$ -	\$ -
Bellevue	Marion	Council-Weak Mayor	4,629	\$ 9,600.00	\$ 7,800.00
Beverly Beach	Flagler	Council-Weak Mayor	338	\$ 3,000.00	\$ 1,500.00
Biscayne Park	Miami-Dade	Council-Manager	3,140		
Blountstown	Calhoun	Council-Manager	2,494		
Boca Raton	Palm Beach	Council-Manager	86,647		
Bonifay	Holmes	Council-Weak Mayor	2,659		
Bonita Springs	Lee	Council-Manager	45,819	\$ 21,938.00	\$ 16,453.00
Bowling Green	Hardee	Council-Manager	2,891	\$ 3,600.00	\$ 3,000.00
Boynton Beach	Palm Beach	Council-Manager	71,608	\$ 18,809.00	\$ 15,675.00
Bradenton	Manatee	Hybrid	51,148	\$ 60,507.00	\$ 30,893.00
Bradenton Beach	Manatee	Council-Strong Mayor	1,166	\$ 9,600.00	\$ 4,800.00
Branford	Suwannee	Council-Strong Mayor	693		

Briny Breezes	Palm Beach	Council-Strong Mayor	412		
Bristol	Liberty	Council-Weak Mayor	958		
Bronson	Levy	Council-Weak Mayor	1,142	\$ 9,600.00	\$ 6,000.00
Brooker	Bradford	Council-Weak Mayor	324		
Brooksville	Hernando	Council-Manager	7,687	\$ 7,200.00	\$ 5,400.00
Bunnell	Flagler	Council-Manager	2,787	\$ 10,800.00	\$ 8,640.00
Bushnell	Sumter	Council-Manager	2,503	\$ 8,400.00	\$ 4,200.00
Callahan	Nassau	Council-Weak Mayor	1,166		
Callaway	Bay	Council-Manager	14,581	\$ 10,000.08	\$ 8,200.08
Campbellton	Jackson	Council-Strong Mayor	227		
Cape Canaveral	Brevard	Council-Manager	10,022	\$ 3,200.00	\$ 2,400.00
Cape Coral	Lee	Council-Manager	163,599	\$ 22,671.00	\$ 19,271.00
Carrabelle	Franklin	Council-Weak Mayor	2,845		
Caryville	Washington	Council-Weak Mayor	270		
Casselberry	Seminole	Council-Manager	27,527		
Cedar Key	Levy	Council-Weak Mayor	691		
Center Hill	Sumter	Council-Weak Mayor	974		
Century	Escambia	Council-Strong Mayor	1,634		
Chattahoochee	Gadsden	Council-Manager	3,138	\$ 3,600.00	\$ 3,000.00
Chiefland	Levy	Council-Manager	2,153	\$ 6,000.00	\$ 4,800.00
ChIPLEY	Washington	Council-Weak Mayor	3,504	\$ 6,600.00	\$ 4,200.00
Cinco Bayou	Okaloosa	Council-Manager	397	\$ 1,200.00	\$ 600.00
Clearwater	Pinellas	Council-Manager	109,340	\$ 25,250.00	\$ 21,042.00
Clermont	Lake	Council-Manager	31,745	\$ 4,800.00	\$ 3,600.00
Clewiston	Hendry	Council-Manager	7,420	\$ 7,200.00	\$ 4,800.00
Cloud Lake	Palm Beach	Council-Strong Mayor	133	\$ -	\$ -
Cocoa	Brevard	Council-Manager	17,678	\$ 6,600.00	\$ 6,000.00
Cocoa Beach	Brevard	Council-Manager	11,131	\$ 6,000.00	\$ 6,000.00
Coconut Creek	Broward	Council-Manager	55,319	\$ 31,948.80	\$ 29,598.40
Coleman	Sumter	Council-Weak Mayor	703		
Cooper City	Broward	Council-Manager	32,996	\$ 7,200.00	\$ 6,000.00
Coral Gables	Miami-Dade	Council-Manager	48,780	\$ 35,431.00	\$ 78,790.06
Coral Springs	Broward	Council-Manager	123,618	\$ 22,146.00	\$ 17,716.00
Cottondale	Jackson	Council-Weak Mayor	905	\$ 1,200.00	\$ 540.00
Crescent City	Putnam	Council-Manager	1,520	\$ 10,058.00	\$ 8,738.00
Crestview	Okaloosa	Council-Weak Mayor	23,209	\$ 20,000.00	\$ 5,040.00
Cross City	Dixie	Council-Manager	1,723		
Crystal River	Citrus	Council-Manager	3,088		
Cutler Bay	Miami-Dade	Council-Manager	42,944	\$ 14,980.00	\$ 7,490.00
Dade City	Pasco	Council-Manager	6,583	\$ 5,400.00	\$ 3,600.00
Dania Beach	Broward	Council-Manager	30,351		
Davenport	Polk	Council-Manager	3,248	\$ 2,400.00	\$ 1,200.00
Davie	Broward	Council-Manager	95,505	\$ 11,174.00	\$ 11,174.00
Daytona Beach	Volusia	Council-Manager	62,622	\$ 26,500.00	\$ 16,600.00
Daytona Beach Shore	Volusia	Council-Manager	4,264	\$ 12,468.00	\$ 11,268.00
DeBary	Volusia	Council-Manager	19,802	\$ 6,000.00	\$ 4,800.00
Deerfield Beach	Broward	Council-Manager	76,152		

DeFuniak Springs	Walton	Council-Manager	5,387	\$ 10,040.00	\$ 7,040.00
DeLand	Volusia	Council-Manager	29,467	\$ 15,106.00	\$ 10,712.00
Delray Beach	Palm Beach	Council-Manager	62,700		
Deltona	Volusia	Council-Manager	86,360	\$ 11,931.00	\$ 8,817.00
Destin	Okaloosa	Council-Manager	12,541	\$ -	\$ -
Doral	Miami-Dade	Council-Manager	52,889	\$ 65,066.00	\$ 15,608.00
Dundee	Polk	Council-Manager	3,876		
Dunedin	Pinellas	Council-Manager	35,606	\$ 10,000.00	\$ 8,000.00
Dunnellon	Marion	Council-Manager	1,770	\$ 1,800.00	\$ 1,800.00
Eagle Lake	Polk	Council-Manager	2,335	\$ 1,272.00	\$ 1,272.00
Eatonville	Orange	Council-Strong Mayor	2,233		
Ebro	Washington	Council-Weak Mayor	248		
Edgewater	Volusia	Council-Manager	20,748	\$ 8,726.40	\$ 7,272.00
Edgewood	Orange	Council-Weak Mayor	2,626	\$ -	\$ -
El Portal	Miami-Dade	Commission	2,328	\$ 2,000.00	\$ 2,000.00
Estero	Lee	Council-Manager	30,118		
Esto	Holmes	Council-Weak Mayor	364		
Eustis	Lake	Council-Manager	19,098	\$ 6,400.00	\$ 5,400.00
Everglades City	Collier	Council-Strong Mayor	409		
Fanning Springs	Gilchrist, Levy	Council-Strong Mayor	749		
Fellsmere	Indian River	Council-Manager	5,328	\$ 6,000.00	\$ 4,800.00
Fernandina Beach	Nassau	Council-Manager	11,853	\$ 12,000.00	\$ 12,000.00
Flagler Beach	Flagler, Volusia	Council-Manager	4,522	\$ 7,540.00	\$ 7,540.00
Florida City	Miami-Dade	Council-Strong Mayor	12,430		
Fort Lauderdale	Broward	Council-Manager	171,544	\$ 34,999.92	\$ 30,000.00
Fort Meade	Polk	Council-Manager	5,955	\$ 1,800.00	\$ 1,200.00
Fort Myers	Lee	Council-Manager	69,437		
Fort Myers Beach	Lee	Council-Manager	6,250	\$ 16,800.00	\$ 14,400.00
Fort Pierce	St Lucie	Council-Manager	41,888		
Fort Walton Beach	Okaloosa	Council-Manager	20,719	\$ 5,512.00	\$ 4,927.00
Fort White	Columbia	Council-Weak Mayor	559		
Freeport	Walton	Council-Strong Mayor	2,488	\$ 17,304.00	\$ 12,360.00
Frostproof	Polk	Council-Manager	2,961	\$ 1,500.00	\$ 1,200.00
Fruitland Park	Lake	Council-Manager	4,153		\$ 6,380.00
Gainesville	Alachua	Council-Manager	125,661	\$ 41,179.00	\$ 32,828.00
Glen Ridge	Palm Beach	Council-Strong Mayor	219	\$ -	\$ -
Glen St. Mary	Baker	Council-Weak Mayor	428		
Golden Beach	Miami-Dade	Council-Manager	917		
Golf	Palm Beach	Council-Manager	249	\$ -	\$ -
Graceville	Jackson	Council-Manager	2,207		
Grand Ridge	Jackson	Council-Weak Mayor	921	\$ 6,000.00	\$ 4,500.00
Grant-Valkaria	Brevard	Council-Manager	3,916	\$ -	\$ -
Green Cove Springs	Clay	Council-Manager	7,030	\$ 7,200.00	\$ 6,000.00
Greenacres	Palm Beach	Council-Manager	38,590	\$ 12,600.00	\$ 11,100.00
Greensboro	Gadsden	Council-Weak Mayor	618	\$ -	\$ -
Greenville	Madison	Council-Weak Mayor	763		
Greenwood	Jackson	Council-Weak Mayor	675	\$ 550.00	\$ 175.00

Gretna	Gadsden	Council-Manager	1,452	\$ 12,500.00	\$ 10,400.00
Groveland	Lake	Council-Manager	10,546	\$ 9,180.00	\$ 8,180.00
Gulf Breeze	Santa Rosa	Council-Manager	5,823	\$ 1.00	\$ 1.00
Gulf Stream	Palm Beach	Council-Manager	979	\$ -	\$ -
Gulfport	Pinellas	Council-Manager	12,145		
Haines City	Polk	Council-Manager	21,956		
Hallandale Beach	Broward	Council-Manager	38,273	\$ 22,270.00	\$ 22,938.00
Hampton	Bradford	Council-Strong Mayor	480	\$ 125.00	\$ 125.00
Hastings	St Johns	Council-Weak Mayor	607	\$ 1,440.00	\$ 840.00
Havana	Gadsden	Council-Manager	1,723	\$ -	\$ -
Haverhill	Palm Beach	Council-Weak Mayor	1,969	\$ 3,600.00	\$ 3,600.00
Hawthorne	Alachua	Council-Manager	1,356	\$ 500.00	\$ 450.00
Hialeah	Miami-Dade	Council-Strong Mayor	230,544	\$ 150,000.00	\$ 44,000.00
Hialeah Gardens	Miami-Dade	Council-Strong Mayor	22,571	\$ 115,000.00	\$ 12,600.00
High Springs	Alachua	Council-Manager	5,533	\$ 6,600.00	\$ 6,000.00
Highland Beach	Palm Beach	Council-Manager	3,581	\$ 15,000.00	\$ 12,000.00
Highland Park	Polk	Council-Weak Mayor	237		
Hillcrest Heights	Polk	Council-Weak Mayor	252	\$ 650.00	\$ 520.00
Hilliard	Nassau	Council-Strong Mayor	3,090		
Hillsboro Beach	Broward	Council-Manager	1,865	\$ 3,600.00	\$ 1,800.00
Holly Hill	Volusia	Council-Manager	11,661	\$ 12,000.00	\$ 8,000.00
Hollywood	Broward	Council-Manager	144,310	\$ 36,860.00	\$ 27,890.00
Holmes Beach	Manatee	Council-Strong Mayor	3,839	\$ 12,000.00	\$ 6,000.00
Homestead	Miami-Dade	Council-Manager	66,586	\$ 6,000.00	\$ 4,800.00
Horseshoe Beach	Dixie	Council-Weak Mayor	158		
Howey-in-the-Hills	Lake	Council-Strong Mayor	1,089	\$ 6,000.00	\$ 3,600.00
Hypoluxo	Palm Beach	Council-Strong Mayor	2,672	\$ 79,310.00	\$ 6,500.00
Indialantic	Brevard	Council-Manager	2,765	\$ 2,400.00	\$ 2,400.00
Indian Creek	Miami-Dade	Council-Manager	89	\$ -	\$ -
Indian Harbour Beach	Brevard	Council-Manager	8,393	\$ -	\$ -
Indian River Shores	Indian River	Council-Manager	3,962	\$ -	\$ -
Indian Rocks Beach	Pinellas	Council-Manager	4,176	\$ 6,360.00	\$ 5,100.00
Indian Shores	Pinellas	Council-Strong Mayor	1,424	\$ 11,835.00	\$ 5,259.00
Inglis	Levy	Council-Weak Mayor	1,294	\$ 5,400.00	\$ 4,800.00
Interlachen	Putnam	Council-Weak Mayor	1,332	\$ 3,600.00	\$ 3,600.00
Inverness	Citrus	Council-Manager	7,193	\$ 4,200.00	\$ 4,200.00
Islamorada, Village of	Monroe	Council-Manager	6,212	\$ 12,000.00	\$ 12,000.00
Jacksonville	Duval	Council-Strong Mayor	846,421		
Jacksonville Beach	Duval	Council-Manager	22,136	\$ 8,880.00	\$ 6,480.00
Jacob City	Jackson	Council-Weak Mayor	253	\$ 2,400.00	\$ 300.00
Jasper	Hamilton	Council-Manager	3,069	\$ 1,500.00	\$ 1,200.00
Jay	Santa Rosa	Council-Weak Mayor	529	\$ 3,600.00	\$ 2,400.00
Jennings	Hamilton	Council-Weak Mayor	865		
Juno Beach	Palm Beach	Council-Manager	3,194	\$ 6,000.00	\$ 2,400.00
Jupiter	Palm Beach	Council-Manager	57,263		
Jupiter Inlet Colony	Palm Beach	Council-Strong Mayor	396	\$ -	\$ -
Jupiter Island	Martin	Council-Manager	816	\$ -	\$ -

Kenneth City	Pinellas	Council-Weak Mayor	5,011	\$ 6,000.00	\$ 3,600.00
Key Biscayne	Miami-Dade	Council-Manager	12,525		
Key Colony Beach	Monroe	Council-Weak Mayor	808	\$ 11,000.00	\$ 9,286.00
Key West	Monroe	Council-Manager	24,620		
Keystone Heights	Clay	Council-Manager	1,356		
Kissimmee	Osceola	Council-Manager	64,365	\$ 26,946.00	\$ 25,744.00
La Crosse	Alachua	Council-Weak Mayor	373	\$ 1,800.00	\$ 1,200.00
LaBelle	Hendry	Council-Weak Mayor	4,708	\$ 15,625.00	\$ 6,510.00
Lady Lake	Lake	Council-Manager	14,148	\$ 7,800.00	\$ 7,200.00
Lake Alfred	Polk	Council-Manager	5,127	\$ 3,600.00	\$ 2,400.00
Lake Buena Vista	Orange	Council-Manager	22		
Lake Butler	Union	Council-Manager	1,853	\$ 11,342.93	\$ 10,674.54
Lake City	Columbia	Council-Manager	12,004	\$ 21,500.00	\$ 18,000.00
Lake Clarke Shores	Palm Beach	Council-Manager	3,360	\$ 1,200.00	\$ 1,200.00
Lake Hamilton	Polk	Council-Strong Mayor	1,275	\$ 600.00	\$ 420.00
Lake Helen	Volusia	Council-Manager	2,616	\$ 6,586.00	\$ 3,951.00
Lake Mary	Seminole	Council-Manager	15,037	\$ 10,500.00	\$ 8,700.00
Lake Park	Palm Beach	Council-Manager	8,477		
Lake Placid	Highlands	Council-Strong Mayor	2,375	\$ 1,800.00	\$ 1,200.00
Lake Wales	Polk	Council-Manager	14,830	\$ 6,945.00	\$ 4,630.00
Lake Worth	Palm Beach	Council-Manager	36,423	\$ 15,400.00	\$ 14,400.00
Lakeland	Polk	Council-Manager	100,728	\$ 24,156.69	\$ 16,150.08
Lantana	Palm Beach	Council-Manager	10,681	\$ 7,200.00	\$ 4,800.00
Largo	Pinellas	Council-Manager	79,431	\$ 20,785.00	\$ 13,858.00
Lauderdale Lakes	Broward	Council-Manager	33,803		
Lauderdale-By-The-Sea	Broward	Council-Manager	6,070	\$ 13,401.02	\$ 10,720.71
Lauderhill	Broward	Council-Manager	68,558	\$ 38,395.00	\$ 31,945.00
Laurel Hill	Okaloosa	Council-Strong Mayor	531	\$ 2,400.00	\$ 1,200.00
Lawtey	Bradford	Council-Weak Mayor	724		
Layton	Monroe	Council-Strong Mayor	186	\$ -	\$ -
Lazy Lake	Broward	Council-Weak Mayor	25	\$ -	\$ -
Lee	Madison	Council-Strong Mayor	331		
Leesburg	Lake	Council-Manager	21,163	\$ 12,679.00	\$ 9,070.00
Lighthouse Point	Broward	Council-Manager	10,374	\$ 18,000.00	\$ 1,800.00
Live Oak	Suwannee	Council-Manager	6,850	\$ 17,410.00	\$ 14,284.00
Longboat Key	Manatee,Sarasota	Council-Manager	6,825	\$ -	\$ -
Longwood	Seminole	Council-Manager	13,781	\$ 4,805.00	\$ 4,805.00
Loxahatchee Groves	Palm Beach	Council-Manager	3,183	\$ 6,000.00	\$ 6,000.00
Lynn Haven	Bay	Council-Manager	19,068	\$ 8,676.00	\$ 7,476.00
Macclenny	Baker	Council-Manager	6,375	\$ 4,200.00	\$ 3,600.00
Madeira Beach	Pinellas	Council-Manager	4,323		
Madison	Madison	Council-Manager	3,102	\$ 9,970.00	\$ 9,370.00
Maitland	Orange	Council-Manager	16,411	\$ 6,070.00	\$ 4,047.00
Malabar	Brevard	Council-Manager	2,765	\$ -	\$ -
Malone	Jackson	Council-Strong Mayor	2,337	\$ 4,800.00	\$ 2,400.00
Manalapan	Palm Beach	Council-Manager	408	\$ -	\$ -
Mangonia Park	Palm Beach	Council-Manager	1,972	\$ 12,000.00	\$ 12,000.00

Marathon	Monroe	Council-Manager	8,425	\$ 18,000.00	\$ 18,000.00
Marco Island	Collier	Council-Manager	16,607	\$ 9,000.00	\$ 6,000.00
Margate	Broward	Council-Manager	55,417	\$ 29,858.00	\$ 29,164.00
Marianna	Jackson	Council-Manager	7,903	\$ 6,600.00	\$ 6,000.00
Marineland	Flagler,St Joh	Council-Manager	6		
Mary Esther	Okaloosa	Council-Manager	3,845	\$ -	\$ -
Mascotte	Lake	Council-Weak Mayor	5,329	\$ 6,331.00	\$ 4,437.00
Mayo	Lafayette	Council-Weak Mayor	1,199		
McIntosh	Marion	Council-Strong Mayor	457	\$ -	\$ -
Medley	Miami-Dade	Council-Strong Mayor	859		
Melbourne	Brevard	Council-Manager	78,088	\$ 10,350.00	\$ 7,475.00
Melbourne Beach	Brevard	Council-Manager	3,086	\$ 3,800.00	\$ 3,100.00
Melbourne Village	Brevard	Council-Weak Mayor	670		
Mexico Beach	Bay	Council-Weak Mayor	1,126	\$ 9,600.00	\$ 4,800.00
Miami	Miami-Dade	Council-Strong Mayor	428,107		
Miami Beach	Miami-Dade	Council-Manager	91,540	\$ 10,000.00	\$ 6,000.00
Miami Gardens	Miami-Dade	Council-Manager	108,160	\$ 42,000.00	\$ 12,000.00
Miami Lakes	Miami-Dade	Council-Manager	30,161	\$ 18,000.00	\$ -
Miami Shores	Miami-Dade	Council-Manager	10,781	\$ 1.00	\$ 1.00
Miami Springs	Miami-Dade	Council-Manager	14,027		
Micanopy	Alachua	Council-Weak Mayor	594	\$ 5,040.00	\$ 3,600.00
Midway	Gadsden	Council-Manager	3,369		
Milton	Santa Rosa	Council-Manager	9,316	\$ 7,768.00	\$ 5,635.00
Minneola	Lake	Council-Manager	10,062		
Miramar	Broward	Council-Manager	128,432	\$ 43,411.00	\$ 34,175.00
Monticello	Jefferson	Council-Weak Mayor	2,481	\$ 5,000.00	\$ 5,000.00
Montverde	Lake	Council-Weak Mayor	1,464		
Moore Haven	Glades	Council-Weak Mayor	1,665	\$ 6,900.00	\$ 5,700.00
Mount Dora	Lake	Council-Manager	12,949	\$ 10,608.00	\$ 6,110.00
Mulberry	Polk	Council-Manager	3,750	\$ 11,199.24	\$ 7,463.82
Naples	Collier	Council-Manager	19,530	\$ 30,000.00	\$ 23,500.00
Neptune Beach	Duval	Council-Manager	7,112	\$ 7,800.00	\$ 4,800.00
New Port Richey	Pasco	Council-Manager	15,107	\$ 4,200.00	\$ 3,600.00
New Smyrna Beach	Volusia	Council-Manager	23,834	\$ 21,268.00	\$ 15,960.00
Newberry	Alachua	Council-Manager	5,264	\$ 11,861.00	\$ 8,922.00
Niceville	Okaloosa	Council-Manager	13,678	\$ -	\$ -
Noma	Holmes	Council-Weak Mayor	200		
North Bay Village	Miami-Dade	Council-Manager	7,851	\$ 16,900.00	\$ 13,650.00
North Lauderdale	Broward	Council-Manager	42,829	\$ 13,391.00	\$ 13,981.00
North Miami	Miami-Dade	Council-Manager	61,912	\$ 47,880.00	\$ 35,910.00
North Miami Beach	Miami-Dade	Council-Manager	43,227	\$ 3,600.00	\$ 3,000.00
North Palm Beach	Palm Beach	Council-Manager	12,182	\$ 10,800.00	\$ 9,000.00
North Port	Sarasota	Council-Manager	60,295	\$ 30,372.00	\$ 29,172.00
North Redington Beach	Pinellas	Council-Weak Mayor	1,430		
Oak Hill	Volusia	Council-Weak Mayor	1,855	\$ 5,400.00	\$ 5,400.00
Oakland	Orange	Council-Manager	2,609	\$ 599.00	\$ 599.00
Oakland Park	Broward	Council-Manager	42,893	\$ 13,676.00	\$ 12,067.00

Ocala	Marion	Council-Manager	57,494	\$ 6,600.00	\$ 2,400.00
Ocean Breeze	Martin	Council-Weak Mayor	95	\$ -	\$ -
Ocean Ridge	Palm Beach	Council-Manager	1,780	\$ 1,200.00	\$ 1,200.00
Ocoee	Orange	Council-Manager	39,679	\$ 4,800.00	\$ 4,200.00
Okeechobee	Okeechobee	Council-Weak Mayor	5,583	\$ 8,900.00	\$ 6,800.00
Oldsmar	Pinellas	Council-Manager	13,859	\$ 10,800.00	\$ 8,400.00
Opa-locka	Miami-Dade	Council-Manager	16,873		\$ 6,600.00
Orange City	Volusia	Council-Manager	11,483	\$ 7,200.00	\$ 4,800.00
Orange Park	Clay	Council-Manager	8,429	\$ 4,000.00	\$ 3,000.00
Orchid	Indian River	Council-Manager	411		
Orlando	Orange	Council-Strong Mayor	255,636		
Ormond Beach	Volusia	Council-Manager	39,455	\$ 16,177.00	\$ 12,504.00
Otter Creek	Levy	Council-Weak Mayor	129		
Oviedo	Seminole	Council-Manager	36,251	\$ 13,842.00	\$ 11,535.00
Pahokee	Palm Beach	Council-Manager	5,818		
Palatka	Putnam	Council-Manager	10,377	\$ 21,697.90	\$ 16,162.69
Palm Bay	Brevard	Council-Manager	105,815		
Palm Beach	Palm Beach	Council-Manager	8,170	\$ -	\$ -
Palm Beach Gardens	Palm Beach	Council-Manager	50,067	\$ 29,397.65	\$ 26,947.11
Palm Beach Shores	Palm Beach	Council-Manager	1,147	\$ -	\$ -
Palm Coast	Flagler	Council-Manager	78,046	\$ 11,400.00	\$ 9,600.00
Palm Shores	Brevard	Council-Strong Mayor	922		
Palm Springs	Palm Beach	Council-Manager	20,887		
Palmetto	Manatee	Council-Strong Mayor	12,799	\$ 55,000.00	\$ 8,193.00
Palmetto Bay	Miami-Dade	Council-Manager	23,767	\$ 24,000.00	\$ 12,000.00
Panama City	Bay	Council-Manager	35,773	\$ 29,172.96	\$ 27,336.48
Panama City Beach	Bay	Council-Manager	12,191		
Parker	Bay	Council-Strong Mayor	4,355	\$ 7,200.00	\$ 4,800.00
Parkland	Broward	Council-Manager	26,273		
Paxton	Walton	Council-Weak Mayor	613		
Pembroke Park	Broward	Council-Manager	6,174		
Pembroke Pines	Broward	Council-Manager	157,905	\$ 45,853.34	\$ 23,386.48
Penney Farms	Clay	Council-Manager	735	\$ 1,200.00	\$ 1,200.00
Pensacola	Escambia	Council-Strong Mayor	52,758	\$ 100,000.00	\$ 13,998.40
Perry	Taylor	Council-Manager	7,069		
Pierson	Volusia	Council-Weak Mayor	1,688		
Pinecrest	Miami-Dade	Council-Manager	18,403	\$ -	\$ -
Pinellas Park	Pinellas	Council-Manager	50,352	\$ 20,550.00	\$ 17,800.00
Plant City	Hillsborough	Council-Manager	35,956	\$ 8,051.00	\$ 8,051.00
Plantation	Broward	Council-Strong Mayor	86,782	\$ 117,222.00	\$ 29,773.00
Polk City	Polk	Council-Manager	1,630	\$ 1,563.22	\$ 781.62
Pomona Park	Putnam	Council-Weak Mayor	877	\$ 2,412.00	\$ 1,212.00
Pompano Beach	Broward	Council-Manager	104,662	\$ 34,860.00	\$ 32,536.00
Ponce De Leon	Holmes	Council-Weak Mayor	554	\$ 1,800.00	\$ 1,500.00
Ponce Inlet	Volusia	Council-Manager	3,039	\$ 9,704.00	\$ 8,318.00
Port Orange	Volusia	Council-Manager	57,467	\$ 18,600.00	\$ 13,000.00
Port Richey	Pasco	Council-Manager	2,619		

Port St. Joe	Gulf	Council-Manager	3,499	\$ 3,708.00	\$ 3,708.00
Port St. Lucie	St Lucie	Council-Manager	169,888	\$ 46,114.00	\$ 32,573.00
Punta Gorda	Charlotte	Council-Manager	17,487	\$ 8,612.00	\$ 7,150.00
Quincy	Gadsden	Council-Manager	7,918		
Raiford	Union	Council-Weak Mayor	252	\$ 2,700.00	\$ 2,700.00
Reddick	Marion	Council-Weak Mayor	498	\$ -	\$ -
Redington Beach	Pinellas	Council-Strong Mayor	1,437		
Redington Shores	Pinellas	Council-Weak Mayor	2,147	\$ 9,600.00	\$ 7,800.00
Riviera Beach	Palm Beach	Council-Manager	33,728	\$ 20,200.00	\$ 19,000.00
Rockledge	Brevard	Council-Manager	25,662	\$ 4,800.00	\$ 4,200.00
Royal Palm Beach	Palm Beach	Council-Manager	36,265	\$ 9,600.00	\$ 9,600.00
Safety Harbor	Pinellas	Council-Manager	17,011	\$ 6,000.00	\$ 4,800.00
San Antonio	Pasco	Council-Weak Mayor	1,214	\$ 1,200.00	\$ 600.00
Sanford	Seminole	Council-Manager	55,509	\$ 16,200.00	\$ 14,700.00
Sanibel	Lee	Council-Manager	6,490	\$ -	\$ -
Sarasota	Sarasota	Council-Manager	52,584	\$ 26,013.00	\$ 26,013.00
Satellite Beach	Brevard	Council-Manager	10,290		
Sea Ranch Lakes	Broward	Council-Strong Mayor	668		
Sebastian	Indian River	Council-Manager	22,622	\$ 5,400.00	\$ 3,600.00
Sebring	Highlands	Council-Weak Mayor	10,666	\$ 3,601.00	\$ 3,601.00
Seminole	Pinellas	Council-Manager	17,754	\$ 11,000.00	\$ 8,200.00
Sewall's Point	Martin	Council-Manager	1,998	\$ -	\$ -
Shalimar	Okaloosa	Council-Weak Mayor	734	\$ -	\$ -
Sneads	Jackson	Council-Manager	1,917		
Sopchoppy	Wakulla	Council-Weak Mayor	450	\$ -	\$ -
South Bay	Palm Beach	Council-Manager	4,898	\$ 6,500.00	\$ 5,500.00
South Daytona	Volusia	Council-Manager	12,373	\$ 12,000.00	\$ 9,000.00
South Miami	Miami-Dade	Council-Manager	13,623	\$ 14,000.00	\$ 12,000.00
South Palm Beach	Palm Beach	Council-Manager	1,362	\$ 3,000.00	\$ 3,000.00
South Pasadena	Pinellas	Commission	5,106	\$ 8,074.00	\$ 6,136.00
Southwest Ranches	Broward	Council-Manager	7,339	\$ 15,000.00	\$ 12,000.00
Springfield	Bay	Council-Strong Mayor	8,967		
St. Augustine	St Johns	Council-Manager	13,414	\$ 21,517.89	\$ 16,138.42
St. Augustine Beach	St Johns	Council-Manager	6,418	\$ 7,549.00	\$ 6,290.00
St. Cloud	Osceola	Council-Manager	39,674	\$ 14,400.00	\$ 12,000.00
St. Leo	Pasco	Council-Weak Mayor	1,465	\$ -	\$ -
St. Lucie Village	St Lucie	Council-Weak Mayor	586		
St. Marks	Wakulla	Council-Weak Mayor	280	\$ -	\$ -
St. Pete Beach	Pinellas	Council-Manager	9,367		
St. Petersburg	Pinellas	Council-Strong Mayor	252,372	\$ 168,871.00	\$ 41,497.00
Starke	Bradford	Council-Weak Mayor	5,536		
Stuart	Martin	Council-Manager	15,972		\$ 11,627.52
Sunny Isles Beach	Miami-Dade	Council-Manager	21,698		
Sunrise	Broward	Council-Manager	88,033	\$ 40,634.00	\$ 40,634.00
Surfside	Miami-Dade	Council-Manager	5,722	\$ 1.00	\$ 1.00
Sweetwater	Miami-Dade	Council-Strong Mayor	20,345		
Tallahassee	Leon	Council-Manager	185,784	\$ 75,245.00	\$ 37,622.00

Tamarac	Broward	Council-Manager	61,270	\$ 35,568.00	\$ 30,978.00
Tampa	Hillsborough	Council-Strong Mayor	352,741	\$ 150,000.00	\$ 41,250.00
Tarpon Springs	Pinellas	Council-Manager	24,220		
Tavares	Lake	Council-Manager	14,582	\$ 6,557.00	\$ 557.00
Temple Terrace	Hillsborough	Council-Manager	25,308	\$ 2,856.00	\$ 2,856.00
Tequesta	Palm Beach	Council-Manager	5,629	\$ 3,000.00	\$ 3,000.00
Titusville	Brevard	Council-Manager	44,077	\$ 9,193.00	\$ 6,718.00
Treasure Island	Pinellas	Council-Manager	6,782	\$ 7,800.00	\$ 5,400.00
Trenton	Gilchrist	Council-Manager	1,991		
Umatilla	Lake	Council-Manager	3,658	\$ 7,200.00	\$ 7,200.00
Valparaiso	Okaloosa	Council-Weak Mayor	5,246		
Venice	Sarasota	Council-Manager	21,188	\$ 12,000.00	\$ 10,200.00
Vernon	Washington	Council-Weak Mayor	680		
Vero Beach	Indian River	Council-Manager	15,477	\$ 1,125.00	\$ 900.00
Virginia Gardens	Miami-Dade	Council-Strong Mayor	2,400	\$ 15,500.00	\$ 5,000.00
Waldo	Alachua	Council-Manager	953	\$ 3,000.00	\$ 3,000.00
Wauchula	Hardee	Council-Manager	5,115	\$ 5,160.00	\$ 5,160.00
Wausau	Washington	Council-Weak Mayor	377		
Webster	Sumter	Council-Weak Mayor	769		
Weeki Wachee	Hernando	Council-Weak Mayor	5	\$ 240.00	\$ 240.00
Welaka	Putnam	Council-Weak Mayor	711		
Wellington	Palm Beach	Council-Manager	59,136	\$ 4,260.00	\$ 4,200.00
West Melbourne	Brevard	Council-Manager	19,834	\$ 6,045.00	\$ 5,373.00
West Miami	Miami-Dade	Council-Manager	6,012	\$ 1,200.00	
West Palm Beach	Palm Beach	Council-Strong Mayor	104,630	\$ 125,000.00	\$ 30,000.00
West Park	Broward	Council-Manager	14,317	\$ 4,800.00	\$ 3,600.00
Weston	Broward	Council-Manager	65,672	\$ 13,000.00	\$ 10,000.00
Westville	Holmes	Council-Strong Mayor	313	\$ -	\$ -
Wewahitchka	Gulf	Council-Manager	2,156	\$ 1,200.00	\$ 1,200.00
White Springs	Hamilton	Council-Manager	772	\$ 2,100.00	\$ 1,800.00
Wildwood	Sumter	Council-Manager	7,252	\$ 7,633.00	\$ 6,201.00
Williston	Levy	Council-Weak Mayor	2,815	\$ 3,000.00	\$ 2,400.00
Wilton Manors	Broward	Council-Manager	12,071	\$ 9,000.00	\$ 7,800.00
Windermere	Orange	Council-Manager	2,862	\$ -	\$ -
Winter Garden	Orange	Council-Manager	38,442		
Winter Haven	Polk	Council-Manager	37,016	\$ 8,737.00	\$ 8,737.00
Winter Park	Orange	Council-Manager	29,073	\$ 3,000.00	\$ 2,400.00
Winter Springs	Seminole	Council-Manager	34,627		
Worthington Springs	Union	Council-Weak Mayor	418	\$ -	\$ -
Yankeetown	Levy	Council-Weak Mayor	493		
Zephyrhills	Pasco	Council-Manager	14,732	\$ 6,000.00	\$ 6,000.00
Zolfo Springs	Hardee	Council-Weak Mayor	1,807	\$ 3,000.00	\$ 2,400.00

