

**E-17**

E 17

**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
C25332805000B40000	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

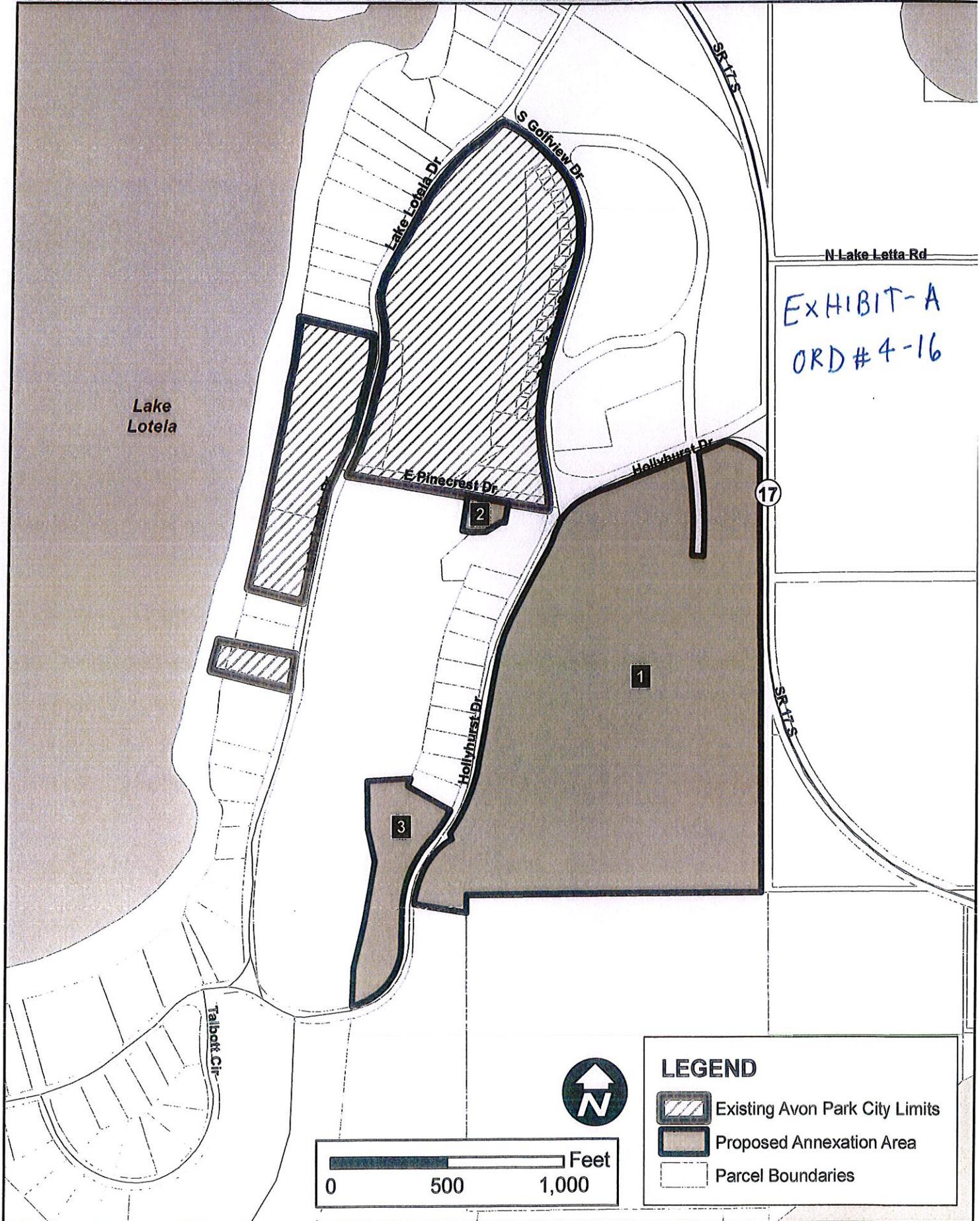
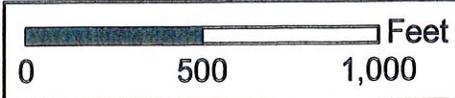


EXHIBIT-A  
ORD#4-16

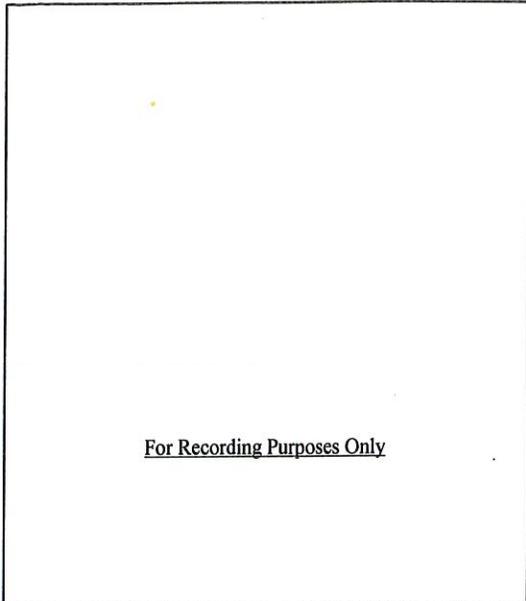
**LEGEND**

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



**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").

**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-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 RIWS  
46.55 ACRES

*RCC*

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.

*FCC*

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, # G Partner

By: Robert C Crews, # G Partner

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 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 RIWS

46.55 ACRES



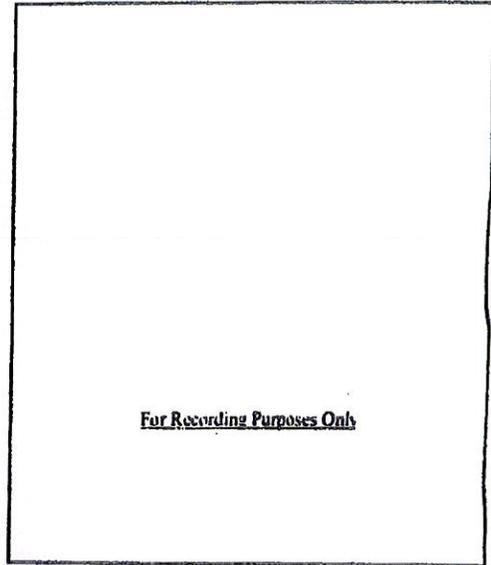
EXHIBIT-B / parcel #2

**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	Legal Description	A .52 ACRE TR OUT OF GOLF
AVON PARK, FL 33825	REPLAT PINECREST LAKES ETC	COURSE TR N OF BLK 12
	PER PB 3-PG 118-118A-118B	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. FP233097

Notary Public, State of Florida

Signature: Marnita English  
Printed name: MARNITA ENGLISH  
Commission No. 283997 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. FP233097

Notary Public, State of Florida

Signature: Marnita English  
Printed name: MARNITA ENGLISH  
Commission No. 283997 My Commission Expires: 5/25/19

Parcel C-23-33-28-050-00B4-0000

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

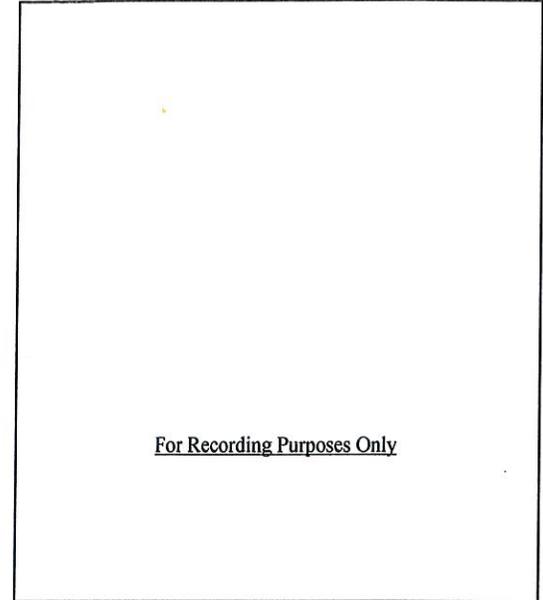
COURSE TR N OF BLK 12

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").

**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-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.

2007

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. Crows II President

By: Robert C. Crows II President

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 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.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**Parcel C-25-55-20-050-0120-0120**

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**

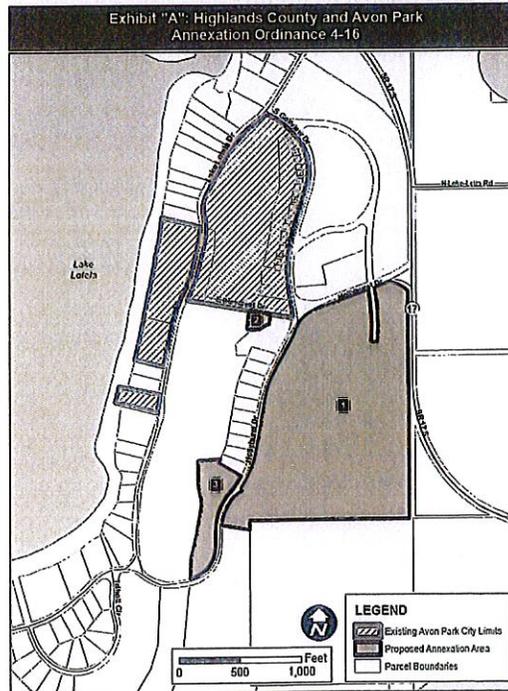
Total Building Value	\$0
Total XF Value	\$0
Total Land Value	\$30,292
Total Land value - Agri.	\$20,193
Income	NA
Total Classified Use Value	\$20,193
Total Just Value	\$30,292

**NOTICE OF ANNEXATION AND PUBLIC HEARING  
CITY OF AVON PARK, FLORIDA**

Please take notice the City of Avon Park City Council will conduct the final reading of **Ordinances 04-16** at their regular meeting on Monday, March 28th, 2016 at 6:00PM or shortly thereafter, in the City Council Chambers located at, 123 E. Pine Street, Avon Park, FL 33825. Public comments will be heard during the discussion of this agenda item. Copies of the ordinance and metes and bounds legal description are available in the City Manager's office, City Hall, 110 E. Main Street, Avon Park, FL 33825.

**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.**



*Advertised  
NewsSun  
March 2, 2016*

The property is located to the East of Lake Lotela Drive, on Hollyhurst Drive and to the West of SR 17.

Interested persons can appear and be heard on this ordinance at the Council Meeting by attending the meeting and signing the request to speak form. Copies of background materials, the complete proposed ordinance and a description of the property by metes and bounds may be reviewed or obtained at the office of the City Clerk, M-F, 8:30 to 4:00 PM. If a person decides to appeal any decision made by the Council with respect to any matter discussed at any meeting or hearing, he/she will need a record of the proceedings for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is based, per Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting should contact the City Clerk with the request at (863) 452-4411.

**E-18**

E 18

**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: \_\_\_\_\_

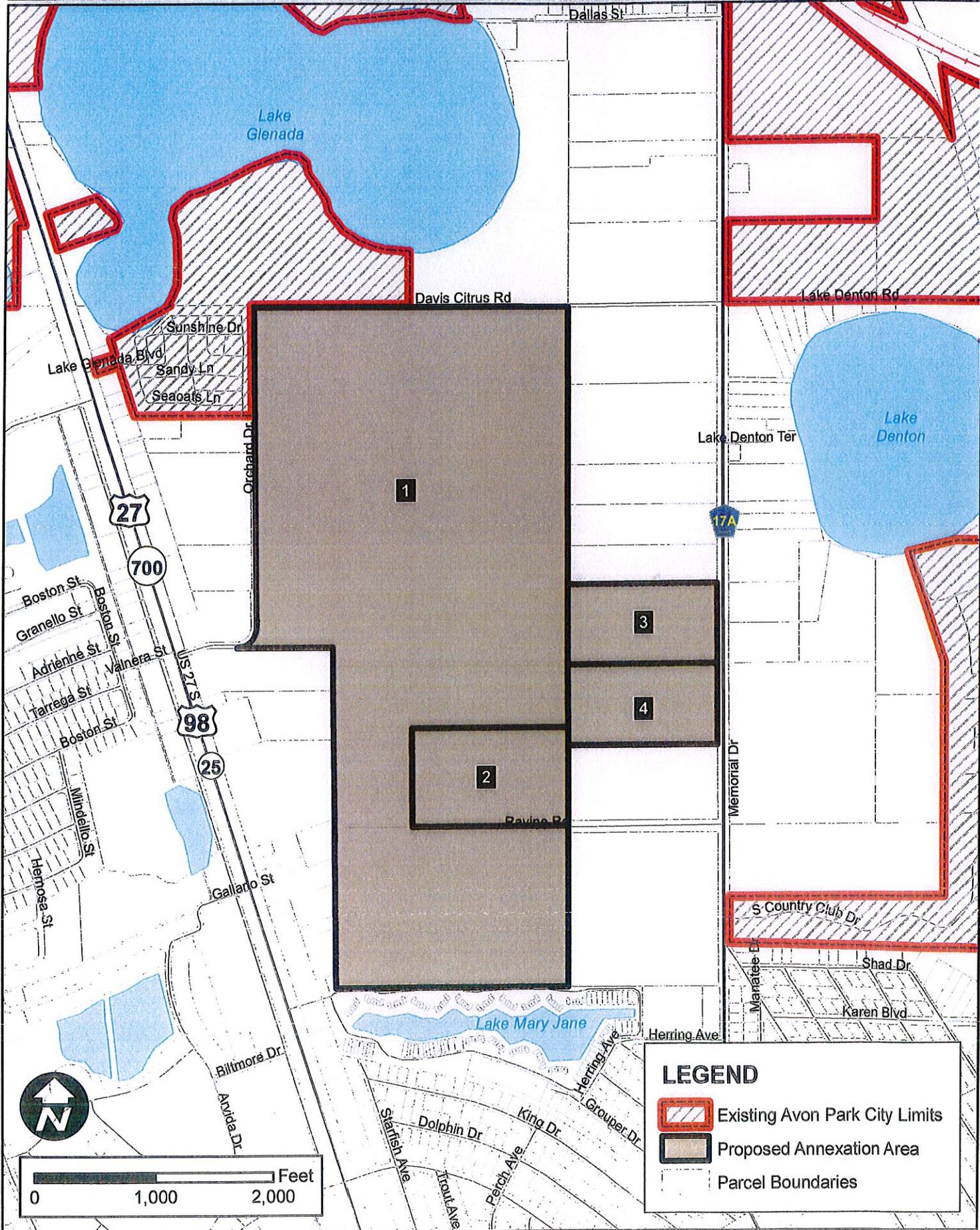
Sharon Schuler, Mayor

**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 4<sup>th</sup> 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.

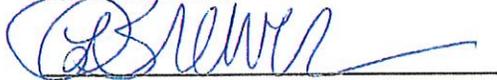
12. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appeal.

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:

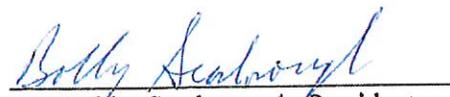
  
(Signed)

Donielle L. Brewer  
(Printed)

  
(Signed)

Adela Casey  
(Printed)

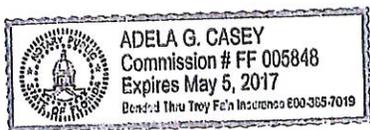
**Scarborough Investments, Inc.**

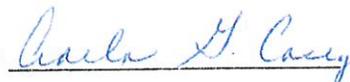
  
By: Bobby Scarborough, President

**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 4<sup>th</sup> 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 4<sup>th</sup> day of February, 2016.



Notary Public: 

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, 2015. 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 2015.

Notary Public: *[Signature]*

My Council Expires: \_\_\_\_\_



Exhibit 1

**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  $\frac{1}{4}$  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 ¼ of the Southeast 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 ½ of the Northwest ¼ 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-28  
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**

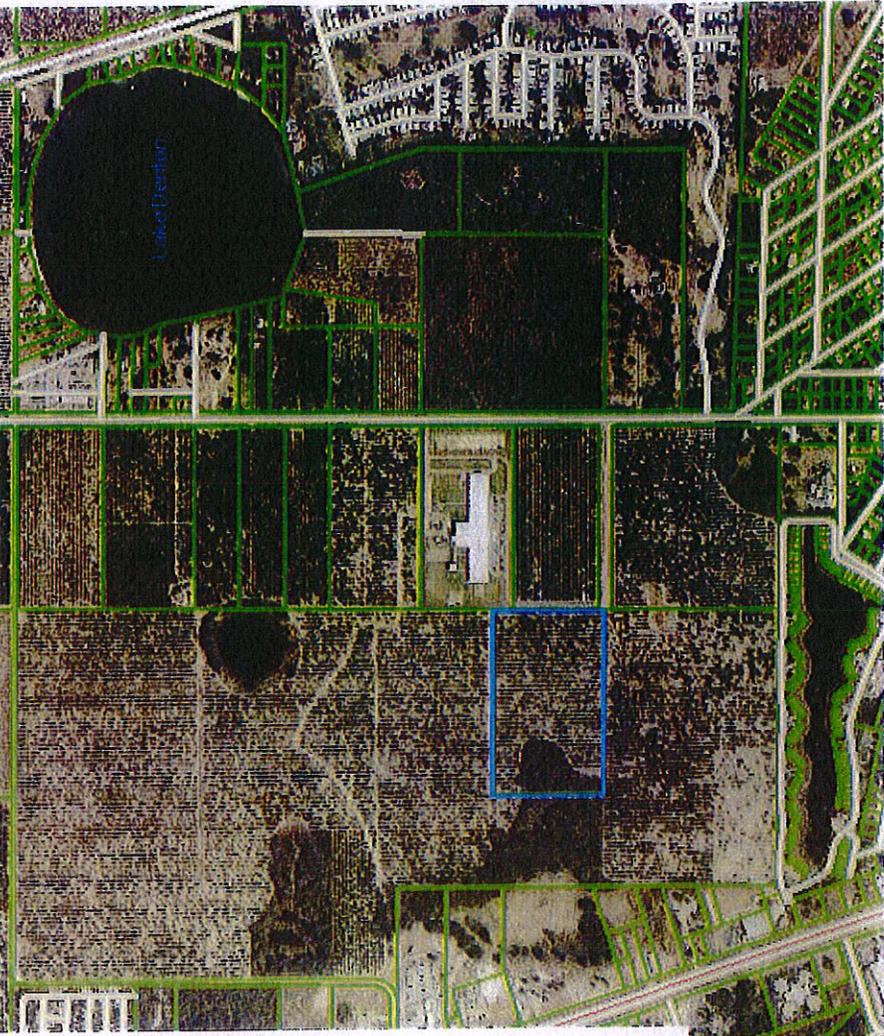
3420 DAVIS CITRUS RD  
AVON PARK, FL 33825

**Owners**  
SCARBOROUGH INVESTMENTS INC

**Mailing Address**  
52 CR 29  
LAKE PLACID, FL 33652

**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/L  
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  
S-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 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. Sobeey  
(Signed)

Connie E. Sobeey  
(Printed)

Maria Adams  
(Signed)

MARIA ADAMS  
(Printed)

OWNER:  
SCHOOL BOARD OF HIGHLANDS  
COUNTY, FLORIDA

By: [Signature]  
J. Ned Hancock, Chairperson

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

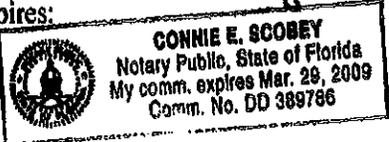
APPROVED AS  
TO FORM: John K. McClure  
John K. McClure,  
Board Attorney

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 2nd 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 2nd day of January, 2008.

Notary Public Connie E. Sobeey  
My Commission Expires:



**CITY OF AVON PARK**

[SEAL]

ATTEST:

*Sarah Adell*  
SARAH ADELL, City Clerk

APPROVED AS  
TO FORM:

*Gerald T. Buhr*  
Gerald T. Buhr, City Attorney

CITY OF AVON PARK, FLORIDA,

By:

*Sam Shale*  
, 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

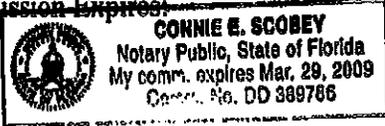
APPROVED AS  
TO FORM: [Signature]  
John K. McClure,  
Board Attorney

**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 22<sup>nd</sup> 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 22<sup>nd</sup> day of January, 2008

Notary Public Connie E. Scobey

My Commission Expires: \_\_\_\_\_  


**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 15<sup>th</sup> 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 ½ of the Northwest ¼ of the Southwest ¼ and the North 13.63 feet of the South ½ of the Northwest ¼ of Southwest ¼ 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.

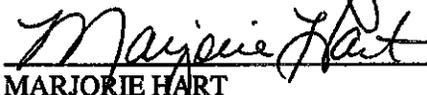
**PROPERTY APPRAISER'S IDENTIFICATION NO.:** C02-34-28-A00-0120-0000

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:

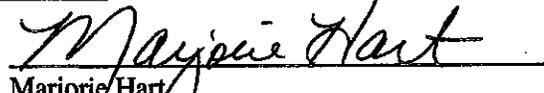
  
CRISTINA E. PEREZ

  
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:



MARJORIE HART  
MY COMMISSION # DD 600280  
EXPIRES: October 1, 2010  
Bonded thru Budget Notary Services



**E-19**

E 19

**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**

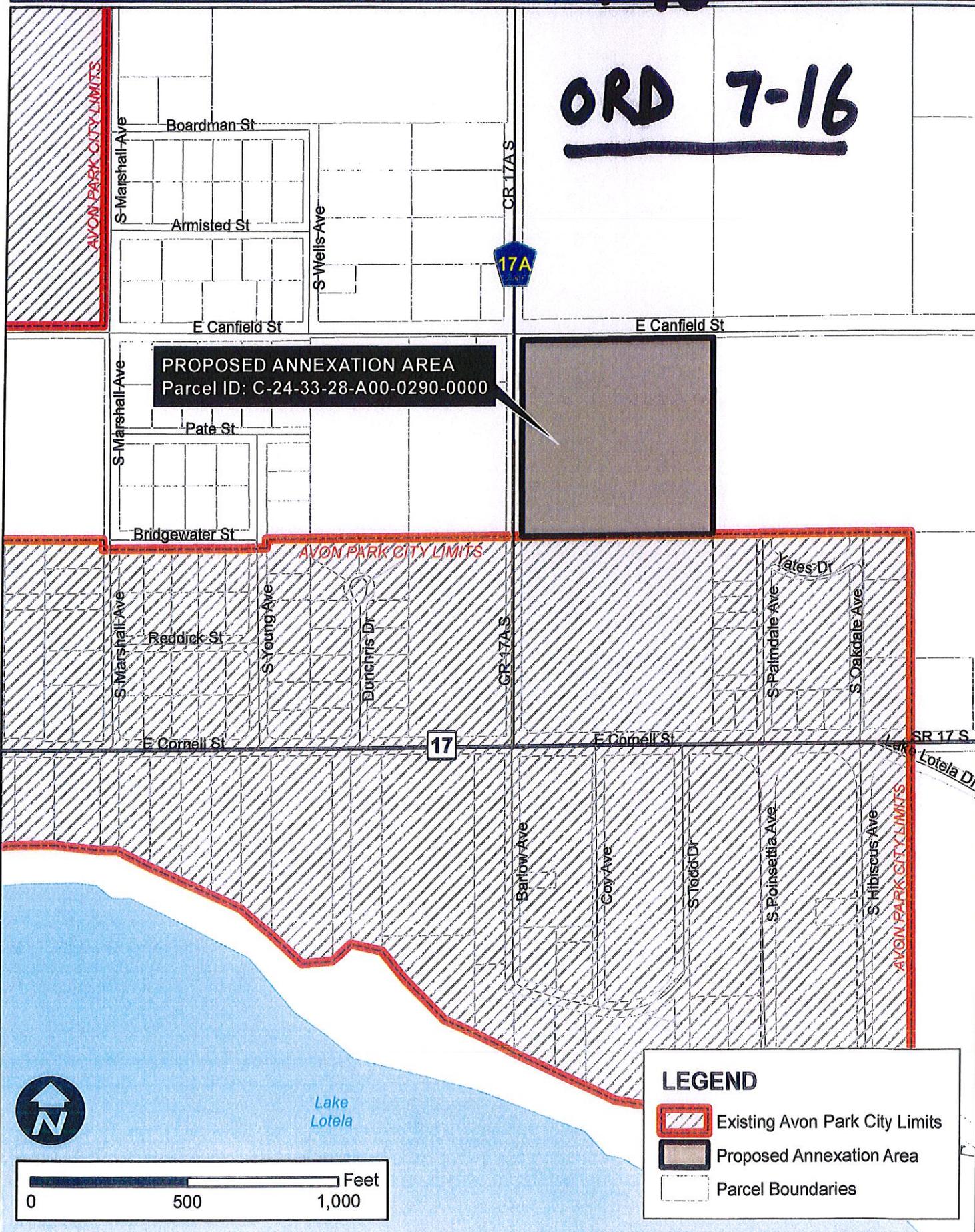
**Approved as to form:**

\_\_\_\_\_  
**Gerald T. Buhr, City Attorney**

# Exhibit "A": Highlands County and Avon Park Annexation Ordinance 7-16

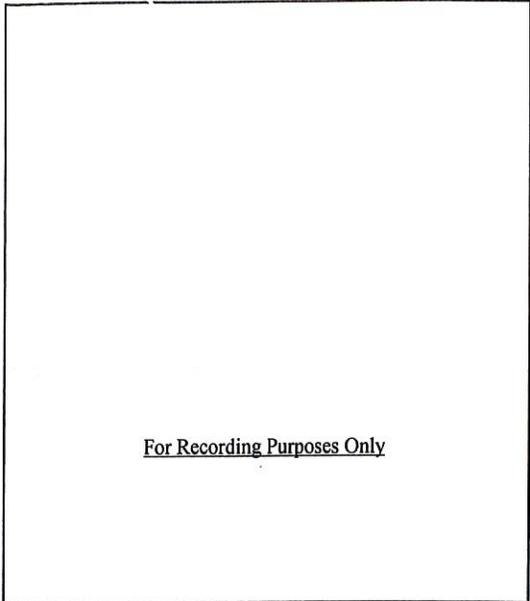
# ORD 7-16

**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

*730000*

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.

*RCB*

Signed, sealed and delivered before these witnesses:

OWNER:

Sue Walker  
(Signed)  
Sue Walker  
(Printed)

Robert C Crows  
President

By: Robert C Crows President

OWNER:

\_\_\_\_\_  
(Signed)

By: \_\_\_\_\_

\_\_\_\_\_  
(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 Crows. 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-20**

E 203

**ORDINANCE 10-16**

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF AVON PARK, FLORIDA, AMENDING 24 PARCELS OF LAND TOTALING 21.7-ACRES GENERALLY LOCATED ON THE EAST SIDE OF LAKE LOTELA, WEST OF SR-17, AND NORTH OF HOLLYHURST DRIVE FROM THE FUTURE LAND USE OF COUNTY AGRICULTURE, COUNTY HIGH DENSITY RESIDENTIAL AND COUNTY MEDIUM DENSITY RESIDENTIAL TO CITY MEDIUM DENSITY RESIDENTIAL AND CITY RECREATION AND OPEN SPACE; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FINDING OF COMPLIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and mandates the City of Avon Park, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the City Council held meetings and hearings on the Future Land Use Map Amendment as shown in Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

**WHEREAS**, the parcels, as depicted in Exhibit "A", consist of approximately 21.7-acres and are the subject of this ordinance and represent a change to the Future Land Use Map by changing the Future Land Use designation from County Agriculture, County High Density Residential and County Medium Density Residential to City Medium Density Residential and City Recreation and Open Space; and

**WHEREAS**, in exercise of its authority the City Council has determined it necessary to adopt this Map Amendment to the Comprehensive Plan, which is marked as Exhibit "A" and is attached and made a part hereof to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Avon Park.

**NOW, THEREFORE**, be it enacted by the City Council of the City of Avon Park, Florida, as follows:

**Section 1.** The Future Land Use Map is hereby amended to include the map amendment set forth in Exhibit "A," attached hereto and incorporated herein by reference, which applies the Future Land Use designation of "City Medium Density Residential and City Recreation and Open Space" to the parcels designated on such Exhibit which is attached and made a part hereof.

**Section 2.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 3.** A certified copy of this enacting ordinance and certified copy of the City of Avon Park Comprehensive Plan shall be located in the Office of the City Clerk of Avon Park. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 4.** Within ten (10) days of final passage and adoption of this Ordinance, the City of Avon Park shall forward a copy hereof, and all supporting data and analysis, to the Florida Department of Economic Opportunity and any other agency or local government that provided timely comments to the City, as required by Section 163.3184(3)(c)2, *Florida Statutes*.

**Section 5.** The effective date of the plan amendment adopted by this Ordinance shall be thirty-one (31) days after the Florida Department of Economic Opportunity notifies the City of Avon Park that the plan amendment package is complete, or, if the plan amendment is timely challenged, the date on which the Florida Department of Economic Opportunity or the Administration Commission, whichever is applicable, enters a final order finding the amendment to be in compliance in accordance with Section 163.3184(3)(c)4, *Florida Statutes*.

**INTRODUCED AND PASSED** on First Reading at the regular meeting of the Avon Park City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PASSED AND DULY ADOPTED**, on second reading at the meeting of the Avon Park City Council duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF AVON PARK, FLORIDA**

\_\_\_\_\_  
**Sharon Schuler, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Maria Sutherland, City Clerk**

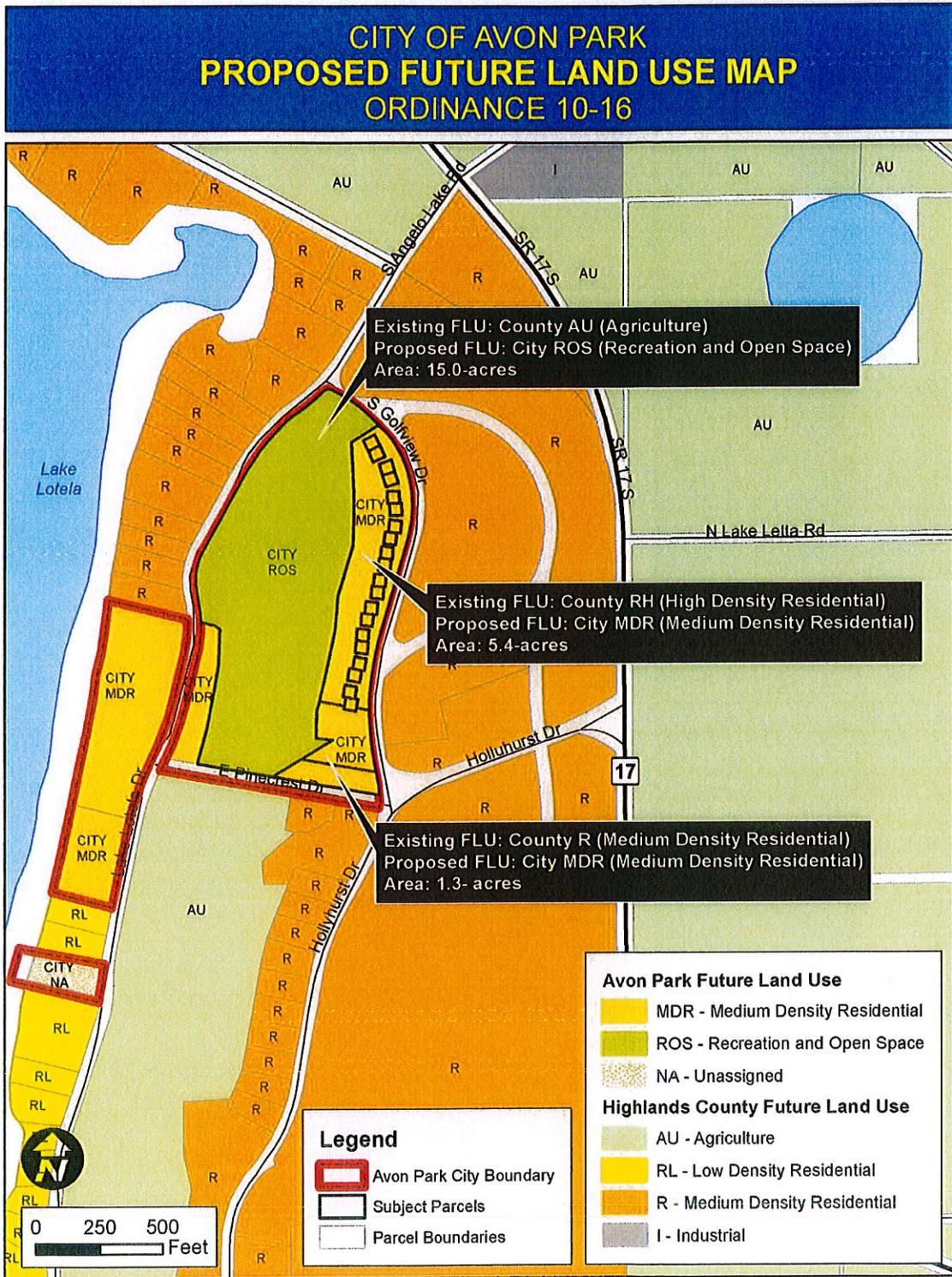
**Approved as to form:**

\_\_\_\_\_  
**Gerald T. Buhr, City Attorney**

**Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_.**

**The vote was \_\_\_\_ for \_\_\_\_ against with \_\_\_\_ abstentions and \_\_\_\_ absent**

**EXHIBIT "A"**



**E-21**

E 21

**ORDINANCE 11-16**

**AN ORDINANCE AMENDING THE ZONING OF 24 PARCELS OF LAND TOTALING 21.7-ACRES GENERALLY LOCATED ON THE EAST SIDE OF LAKE LOTELA, WEST OF SR-17, AND NORTH OF HOLLYHURST DRIVE FROM THE ZONING OF COUNTY AU (AGRICULTURAL), COUNTY R3 (MULTI-FAMILY RESIDENTIAL) AND COUNTY R1A (RESIDENTIAL) TO CITY R-2 (MEDIUM DENSITY, SINGLE FAMILY ATTACHED AND DUPLEX) AND CITY PR (PUBLIC RECREATION/OPEN SPACE); PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Avon Park held meetings and hearings regarding the parcels show on Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS**, in exercise of its authority, the City Council of the City of Avon Park has determined it necessary to amend the Official Zoning Map to change the City zoning classification assigned to this parcel; and

**NOW, THEREFORE BE IT ENACTED** by the City Council of the City of Avon Park, Florida,

**Section 1.** The official zoning map of the City of Avon Park is amended so as to assign the City zoning classification of City R-2 (Medium Density, Single Family Attached and Duplex) and City PR (Public Recreation/Open Space) to those parcels, having a cumulative total of 21.7-acres, as depicted in Exhibit "A".

**Section 2. Severability:** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 3. Effective Date:** The effective date of this ordinance shall coincide with the effective date of the companion Future Land Use amendment Ordinance 10-16.

This Ordinance shall be codified in the Code of Ordinances of the City of Avon Park, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Avon Park. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**INTRODUCED AND PASSED** on First Reading at the regular meeting of the Avon Park City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PASSED AND DULY ADOPTED**, on second reading at the meeting of the Avon Park City Council duly assembled 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**

**Motion made by** \_\_\_\_\_ **seconded by** \_\_\_\_\_.

**The vote was** \_\_\_\_ **for** \_\_\_\_ **against with** \_\_\_\_ **abstentions and** \_\_\_\_ **absent**

**EXHIBIT "A"**





**CITY OF AVON PARK  
FUTURE LAND USE AMENDMENT AND REZONING  
OVERVIEW REPORT  
March 8, 2016**

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**TO:** CITY OF AVON PARK, CITY COUNCIL

**FROM:** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**SUBJECT:** **Ordinance 10-16 – Future Land Use Amendment  
Ordinance 11-16 – Rezoning**

A City-initiated request to amend the Future Land Use and zoning of 24 parcels of land totaling 21.7-acres generally located on the east side of Lake Lotela, west of SR-17, and north of Hollyhurst Drive from the Future Land Use of County Agriculture, County High Density Residential and County Medium Density Residential to City Medium Density Residential and City Recreation and Open Space and the zoning of County AU (Agricultural), County R3 (Multi-family Residential) and County R1A (Residential) to City R-2 (Medium Density, Single Family Attached and Duplex) and City PR (Public Recreation/Open Space)

**AGENDA DATE:**

March 8, 2016, 5:30 PM:	Planning and Zoning Board Meeting (Public Hearing)
March 28, 2016, 6:00 PM:	City Council (Transmittal Hearing – Future Land Use) City Council (First Reading - Rezoning)
May 23, 2016, 6:00 PM:	City Council (Adoption Hearing)

**PLANNING & ZONING BOARD ACTION:**

On Tuesday, March 8, 2016, the City of Avon Park Planning & Zoning Board voted unanimously to forward the proposed Future Land Use Map Amendment and rezoning to the City Council **with a recommendation of approval.**

**CITY COUNCIL MOTION OPTIONS:**

Options for motions are listed below.

**Ordinance 10-16 – Future Land Use Map Amendment**

1. I move the City Council **approve to transmit Ordinance 10-16** to the Department of Economic Opportunity for review.
2. I move the City Council **approve to transmit Ordinance 10-16 with changes** to the Department of Economic Opportunity for review.

**Ordinance 11-16 – Rezoning**

1. I move the City Council **approve** the First Reading of Ordinance 11-16.
2. I move the City Council **approve with changes** the First Reading of Ordinance 11-16.

**ATTACHMENTS:**

- Aerial Photo Map
- Existing Future Land Use Map
- Proposed Future Land Use Map
- Existing Zoning Map
- Proposed Zoning Map

**OVERVIEW:**

<b>Applicant</b>	City of Avon Park
<b>Property Owner(s)</b>	Multiple Ownerships
<b>Parcel IDs</b>	C25332805000B00000, C25332805000301436, C25332805000300AA0, C25332805000301434, C25332805000301460, C25332805000301432, C25332805000301458, C25332805000301430, C25332805000301456, C25332805000301428, C25332805000301454, C25332805000301426, C25332805000301450, C25332805000301422, C25332805000301448, C25332805000301420, C25332805000301446, C25332805000301418, C25332805000301444, C25332805000301416, C25332805000301442, C25332805000301410, C25332805000301438, C25332805000B10000
<b>Acreage (Total)</b>	21.7-acres
<b>Existing Future Land Use</b>	County Agriculture
	County Medium Density Residential
	County High Density Residential
<b>Proposed Future Land Use</b>	City Medium Density Residential
	City Recreation and Open Space
<b>Existing Zoning</b>	County AU (Agricultural)
	County R1A (Residential)
	County R3 (Multi-family Residential)
<b>Proposed Zoning</b>	R-2 (Medium Density, Single Family Attached and Duplex)
	City PR (Public Recreation/Open Space)
<b>Previous Hearings</b>	None

The City of Avon Park (applicant) is requesting to change the Future Land Use and zoning of 24 parcels of land consisting of 21.7- acres. The subject parcels are generally located on the east side of Lake Lotela, west of SR-17, and north of Hollyhurst Drive (see attached Aerial Photo Map).

The proposed Future Land Use change is from County Agriculture, County Medium Density Residential and County High Density Residential to City Recreation and Open Space and City Medium Density Residential.

The proposed zoning change is from County AU (Agricultural), County R1A (Residential) and County R3 (Multi-family Residential) to City PR (Public Recreation/Open Space) and R-2 (Medium Density, Single Family Attached and Duplex).

## **REASON FOR REQUEST:**

The proposed amendments will assign City Future Land Use and City zoning to previously developed properties that have been recently annexed into the City under Ordinance No. 01-16. The existing land uses on the subject parcels include single family attached residences (duplexes), a golf course and grove land.

## **ANALYSIS OF PROPOSED FUTURE LAND USE AND ZONING AMENDMENTS:**

Consideration of the proposed FLU and zoning changes shall be evaluated against the following:

- *Consistency with the Comprehensive Plan*
- *Land Use Analysis*
- *Public Facilities and Services Analysis*

### **Consistency with the Comprehensive Plan:**

The request is to change the Future Land Use of the subject parcels from County Agriculture, County High Density Residential and County Medium Density Residential to City Medium Density Residential and City Recreation and Open Space and the zoning from County AU (Agricultural), County R1A (Residential) and County R3 (multi-family Residential) to City R-2 (Medium Density, Single Family Attached and Duplex) and City PR (Public Recreation/Open Space). Descriptions for both the existing and proposed Future Land Use and zoning designations are provided as follows:

#### ***Existing – Future Land Use***

##### **County Future Land Use Element, Policy 1.2.D.1. – Agriculture:**

Agriculture is the predominant land use for the rural areas of Highlands County. This category encompasses those activities generally associated with rural settlements, active agriculture including bio fuel feedstock and other resource based activities, and recreation and open space.

- a. Starting Density: 0.20 or less, units per acre, or one (1) dwelling for every five acres.

##### **County Future Land Use Element, Policy 1.2.D.3. – Medium Density Residential:**

The development pattern for this residential category begins with the traditional development density for single-family lots on unincorporated properties in the County. Generally subdivided into quarter-acre lots, which established the starting density this land use category constituted the primary residential environment for County residents comprising both site-built and mobile homes. Historic development patterns for this land use category favor commuter linkages from satellite subdivisions around municipalities and along arterial corridors. Housing service ranges from single-family detached neighborhoods to attached housing complexes, such as duplexes, which offer both ownership and rental opportunities. Vacant infill properties are prime candidates for this land use category. Future projects should emphasize a traditional preference for privacy, visual amenity, and low profile development: one and two story construction, ample separation between buildings, off-street parking, landscape treatments, etc. The upper end of this density range, which includes the Mobile Home Park (max. 8 dus/ac), may be achieved where existing infrastructure and paved roads exist to serve the development site or whenever special taxing districts are created to provide such infrastructure.

- a. Starting Density: 4.00 units per acre.

- b. Maximum Density: 8.00 units per acre
- c. Additional Allowable Uses: Public schools (Elementary, Middle, & High); collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.
- d. Permitted Supporting Uses: include potable water and wastewater treatment plants.

**County Future Land Use Element, Policy 1.2.D.4 – High Density Residential:**

Land use with the highest residential development potential. Historically, this has been the predominant residential density for mobile home and attached multiple-family housing projects, although small lot subdivisions are achievable at the low end of this density range.

Prime candidates for development at this density are infill properties situated in close proximity to municipal boundaries, shopping and employment centers, the intersections of paved arterial or collector roads, and similarly developed sites. In addition to these considerations, new development or redevelopment at the upper limits of this density range may be required to connect to an existing central wastewater system and potable water system which are available to the site, or provided on site as required supporting uses.

Because of their high profile in the urban fabric, High Density Residential projects should integrate landscape treatments and buffers, screened or covered on-site parking, properly controlled internal circulation and access/egress points, and amenity spaces/facilities into the site plan.

In order to assure that High Density Residential projects are compatible with the character of neighboring residential properties and respectful to the visual perspective of the street scape, design consideration should also be given to the scale of the project; building mass, heights, setbacks, and orientations; architectural style and material treatments; and signage.

- a. Starting Density: 9.00 units per acre.
- b. Maximum Density: 12.00 units per acre, except that *Assisted Living Facilities* shall be allowed a maximum of 30 units per acre.

***Proposed – Future Land Use***

**City Future Land Use Element, Policy 1.5 – Medium Density Residential:**

The Medium Density Residential designation shall meet Avon Park's housing demand for this range of density, promote efficient use of existing infrastructure and promote affordable housing. Multi-family housing units are permissible at a maximum density of 16 units per gross acre. Mobile home parks are permissible at a maximum density of 8 mobile homes per gross acre. Public schools shall be a permitted use in this classification.

**City Future Land Use Element, Policy 1.10 – Recreation and Open Space:**

The Recreation and Open Space designation includes existing recreational and open space land uses in Avon Park. Public schools shall be a permitted use in this classification.

***Existing – Zoning***

**County Land Development Regulations, Section 12.05.200 – AU (Agricultural):**

The AU agricultural district is intended to apply to those areas presently and primarily agricultural.

**County Land Development Code, Section 12.05.210 – R1A (Residential):**

The R1A residential district is intended to be single-family residential area, medium population density with minimum lot area.

**County Land Development Code, Section 12.05.213 – R3 (Multiple-family dwelling including motel and hotel district):** *The County does not provide a description of intent in the Land Development Code for this designation.*

***Proposed – Zoning***

**City Land Development Code, Section 2.04.02.04 – R-2 (Medium Density, Single Family Attached and Duplex):**

To establish locations suitable for medium-density single family attached development such as duplexes, patio homes, townhouses, and condominiums, all with ground floor entrances, at a maximum of eight units in no more than four buildings per acre (8 du/ac).

**City Land Development Code, Section 2.04.02.13 – PR (Public Recreation/Open Space):**

To establish locations for publicly-owned recreation facilities; and properties reserved for open space to promote the public health, safety, and welfare.

**Land Use Analysis**

The subject parcels primarily consist of developed single-family attached residences (~5.4 acres) and a golf course (~15.0 acres). A small portion of the subject area is existing grove land (~1.3 acres). The majority of the surrounding community is also residential in nature, with agricultural operations as the other predominant land use in this area, primarily large tracts of grove land located on the east side of SR-17.

Table 1 below outlines the existing and proposed Future Land Use and zoning of the subject parcels and the existing Future Land Use and zoning of adjacent properties. Existing and Proposed Future Land Use and Zoning Maps are attached for reference.

**Table 1.  
Land Use Matrix.**

Northwest	North	Northeast
<b>Future Land Use:</b> County Medium Density Residential  <b>Zoning:</b> County R1A	<b>Future Land Use:</b> County Medium Density Residential  <b>Zoning:</b> County R1A	<b>Future Land Use:</b> County Medium Density Residential  <b>Zoning:</b> County R1A
West	Subject Parcels	East
<b>Future Land Use:</b> County Medium Density Residential  <b>Zoning:</b> County R1A	<b>Future Land Use:</b> <u>Existing:</u> County High Density Residential, County Medium Density Residential & County Agriculture  <u>Proposed:</u> City Medium Density Residential & City Recreation and Open Space  <b>Zoning:</b> <u>Existing:</u> County AU, County R1A & County R3  <u>Proposed:</u> City R2 and City PR	<b>Future Land Use:</b> County Medium Density Residential  <b>Zoning:</b> County R1A
Southwest	South	Southeast
<b>Future Land Use:</b> City Medium Density Residential  <b>Zoning:</b> City R-3	<b>Future Land Use:</b> County Medium Density Residential & County Agriculture  <b>Zoning:</b> County R1A & County AU	<b>Future Land Use:</b> County Medium Density Residential  <b>Zoning:</b> County R1A

The proposed amendments will assign City Future Land Use and zoning designations that most closely reflect the current County designations and the existing land uses on the subject properties. The proposed Future Land Use and zoning are compatible and are consistent with the Future Land Use and zoning of the surrounding area.

Based on the total land area and considering the proposed designations, there is a slight increase in the maximum residential density of the subject parcels. However, no new development is proposed as part of these amendments. Table 2 below outlines the existing and potential maximum residential densities and total change in residential density based on the existing and proposed Future Land Use designations.

**Table 2.  
Density Calculations.**

Current County FLU	Acreage	Density
-County Agriculture	15.0 acres	0.2 du/acre = ~3.0 du
-County High Density Residential	5.4 acres	12 du/acre = ~65 du
-County Medium Density Residential	1.3 acres	8 du/acre = ~10 du
<b>Total</b>		<b>~78 du</b>
Proposed City FLU		
-City Recreation and Open Space	15.0 acres	N/A
-City Medium Density Residential	6.7 acres	16 du/acre = ~107 du
<b>Total</b>		<b>~107 du</b>
<b>Total change</b>		<b>+29 du</b>

du = dwelling unit

**Public Facilities and Services Analysis:**

The following is a summary analysis of the potential impacts on existing public facilities and services.

**Potable Water and Sanitary Sewer**

The City currently operates water facilities in this area with a majority of the subject properties already connected to the City's system. Fire hydrants connected to the City's system have also been installed and are operational. Centralized sewer is not available. Properties in this area are currently on septic systems as permitted by the Health Department. Capacity is available on both the City's water and waste water systems to accommodate future infrastructure improvements and any development on the undeveloped portions of the subject properties.

**Solid Waste:**

The City currently provides solid waste collection for the properties in this area.

**Transportation/Traffic:**

The proposed amendments will assign City Future Land Use and zoning designations that most closely reflect the current County designations supporting the existing character of the area. Considering no new development is occurring, there are no anticipated impacts to the existing traffic patterns in the area. Any undeveloped portions of the subject properties proposed for future development will be evaluated for traffic impacts prior to any development approvals.

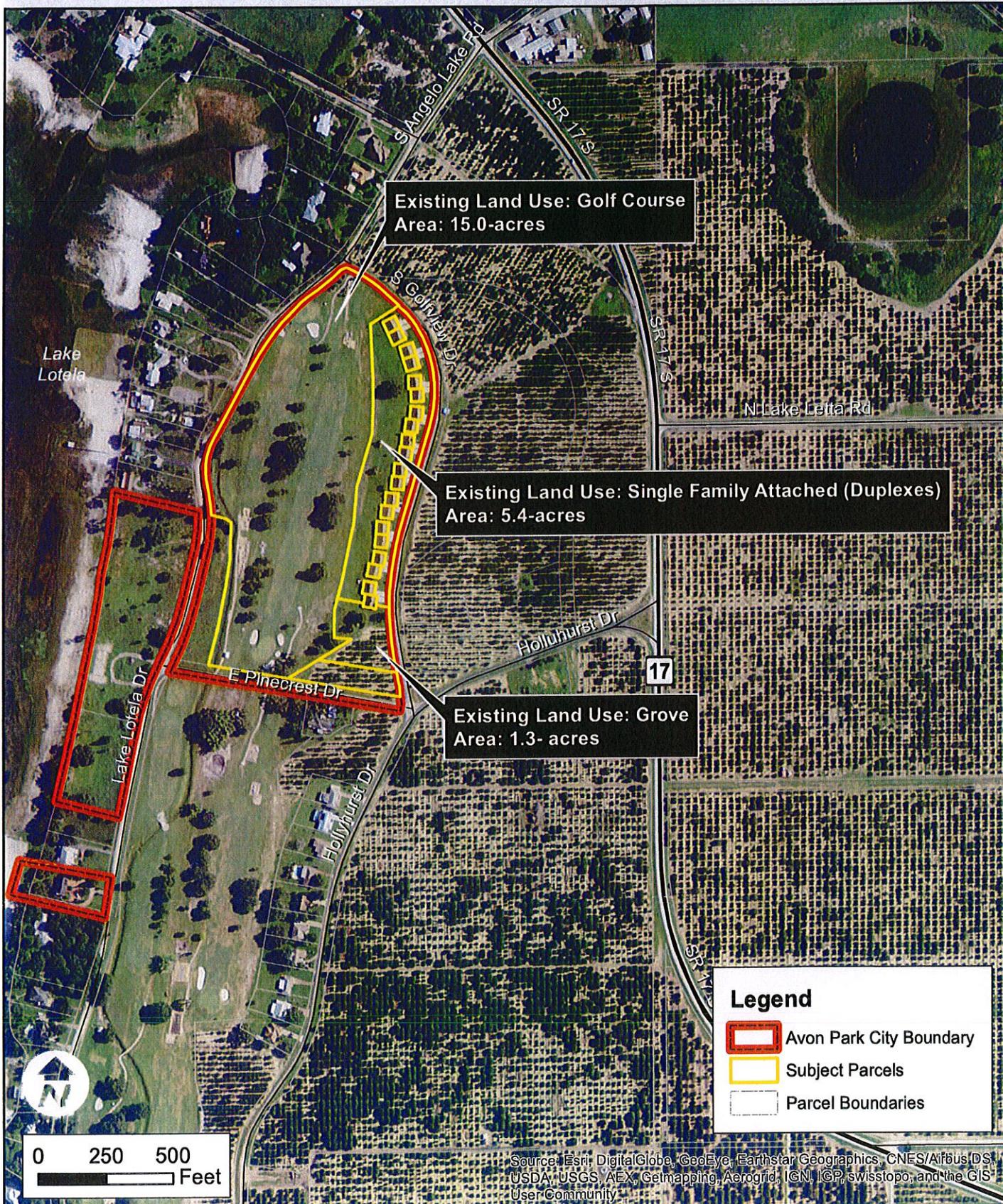
**Public Schools:**

The Highlands County School Board (HCSB) has been notified concerning the proposed Future Land Use and zoning changes. Under the proposed amendments the potential residential density would increase from 78 units to 107 units, yielding an increase of 29 dwelling units. This information is for notification purposes only. Because no new development is occurring, there are currently no impacts on the Highlands County school district.

**Recreation/Open Space:**

Based on the City's level of service standard for recreation and open space facilities, which requires 3 acres/1,000 persons, the City's current operating standard of 6.54 acres/1,000 persons, and considering no new development is occurring, there are no anticipated impacts on the City's Recreation and Open Space facilities.

# CITY OF AVON PARK AERIAL PHOTO MAP



Existing Land Use: Golf Course  
Area: 15.0-acres

Existing Land Use: Single Family Attached (Duplexes)  
Area: 5.4-acres

Existing Land Use: Grove  
Area: 1.3- acres

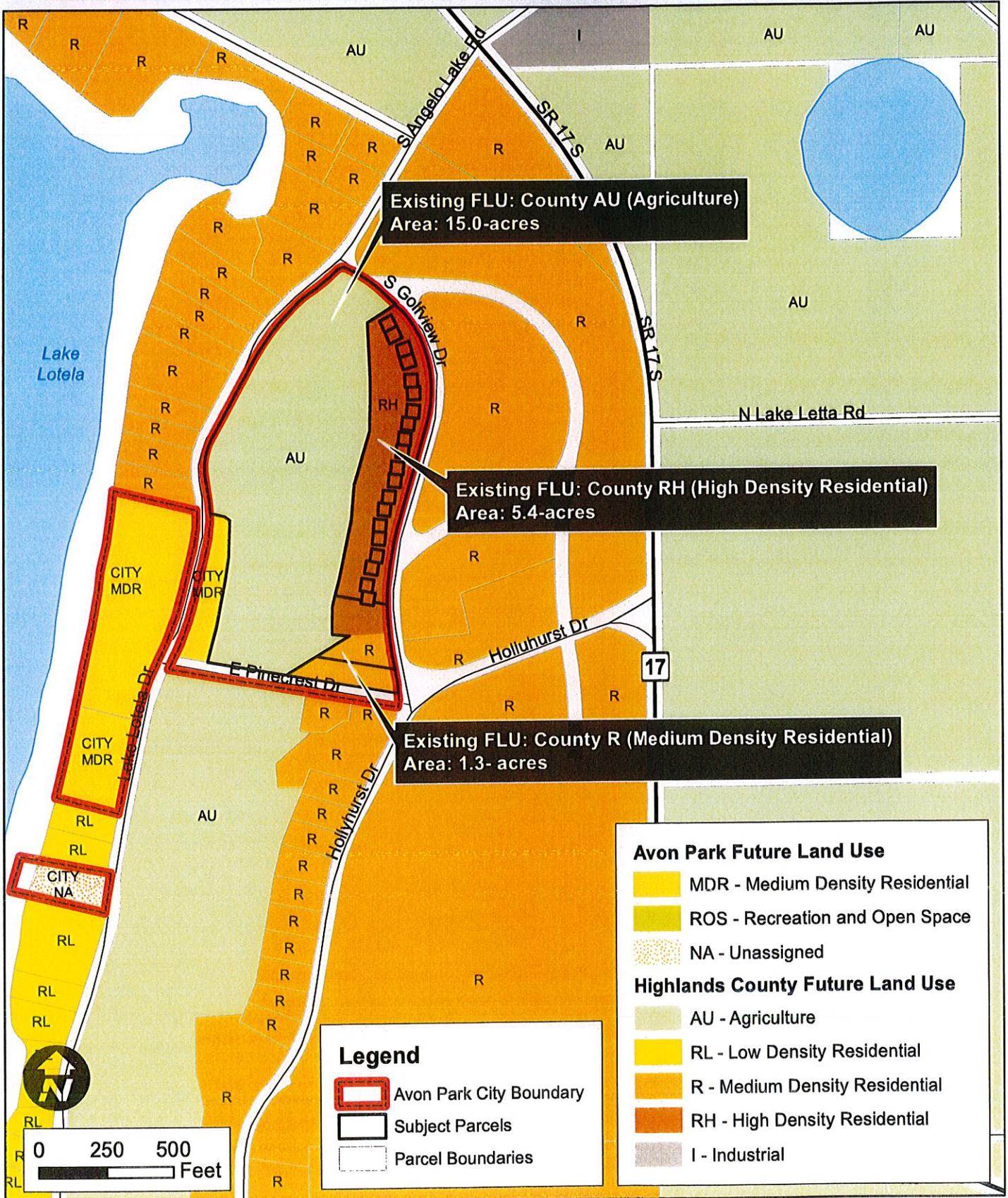
**Legend**

- Avon Park City Boundary
- Subject Parcels
- Parcel Boundaries



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

# CITY OF AVON PARK EXISTING FUTURE LAND USE MAP



# CITY OF AVON PARK PROPOSED FUTURE LAND USE MAP ORDINANCE 10-16



Existing FLU: County AU (Agriculture)  
Proposed FLU: City ROS (Recreation and Open Space)  
Area: 15.0-acres

Existing FLU: County RH (High Density Residential)  
Proposed FLU: City MDR (Medium Density Residential)  
Area: 5.4-acres

Existing FLU: County R (Medium Density Residential)  
Proposed FLU: City MDR (Medium Density Residential)  
Area: 1.3- acres

- Avon Park Future Land Use**
- MDR - Medium Density Residential
  - ROS - Recreation and Open Space
  - NA - Unassigned
- Highlands County Future Land Use**
- AU - Agriculture
  - RL - Low Density Residential
  - R - Medium Density Residential
  - I - Industrial

**Legend**

- Avon Park City Boundary
- Subject Parcels
- Parcel Boundaries

0 250 500  
Feet

# CITY OF AVON PARK EXISTING ZONING MAP



**Existing Zoning: County AU (Agricultural)**  
Area: 15.0-acres

**Existing Zoning: County R3 (Multi-family Residential)**  
Area: 5.4-acres

**Existing Zoning: County R1A (Residential)**  
Area: 1.3- acres

- Avon Park Zoning**
- R-2 - Medium Density, Single-Family Attached, and Duplexes
  - R-3 - High Density Multi-Family Residential
  - PR - Public Recreation/Open Space
  - NA - Unassigned
- Highlands County Zoning**
- AU - Agricultural
  - R1A - Single Family Residential
  - R3 - Multiple-Family Residential
  - I2CU - Industrial 2 CU

**Legend**

- Avon Park City Boundary
- Subject Parcels
- Parcel Boundaries

0 250 500  
Feet

# CITY OF AVON PARK PROPOSED ZONING MAP ORDINANCE 11-16



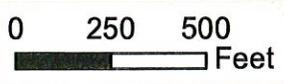
**Existing Zoning:** County AU (Agricultural)  
**Proposed Zoning:** City PR (Public Recreation/Open Space)  
**Area:** 15.0-acres

**Existing Zoning:** County R3 (Multi-family Residential)  
**Proposed Zoning:** City R-2 (Medium Density, Single Family Attached and Duplex)  
**Area:** 5.4-acres

**Existing Zoning:** County R1A (Residential)  
**Proposed Zoning:** City R-2 (Medium Density, Single Family Attached and Duplex)  
**Area:** 1.3- acres

Avon Park Zoning	
<span style="display: inline-block; width: 20px; height: 10px; background-color: yellow; border: 1px solid black;"></span>	R-2 - Medium Density, Single-Family Attached, and Duplexes
<span style="display: inline-block; width: 20px; height: 10px; background-color: orange; border: 1px solid black;"></span>	R-3 - High Density Multi-Family Residential
<span style="display: inline-block; width: 20px; height: 10px; background-color: lightgreen; border: 1px solid black;"></span>	PR - Public Recreation/Open Space
<span style="display: inline-block; width: 20px; height: 10px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); border: 1px solid black;"></span>	NA - Unassigned
Highlands County Zoning	
<span style="display: inline-block; width: 20px; height: 10px; background-color: lightgreen; border: 1px solid black;"></span>	AU - Agricultural
<span style="display: inline-block; width: 20px; height: 10px; background-color: yellow; border: 1px solid black;"></span>	R1A - Single Family Residential
<span style="display: inline-block; width: 20px; height: 10px; background-color: orange; border: 1px solid black;"></span>	R3 - Multiple-Family Residential
<span style="display: inline-block; width: 20px; height: 10px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); border: 1px solid black;"></span>	I2CU - Industrial 2 CU

Legend	
<span style="display: inline-block; width: 20px; height: 10px; border: 2px solid red;"></span>	Avon Park City Boundary
<span style="display: inline-block; width: 20px; height: 10px; border: 1px solid black;"></span>	Subject Parcels
<span style="display: inline-block; width: 20px; height: 10px; border: 1px dashed black;"></span>	Parcel Boundaries



**E-22**

E 22

## AGREEMENT

This is an Agreement dated as of the 8th day of February in the year 2016 ("Agreement") by and between City of Avon Park, a Florida municipal corporation ("City") and Go Underground Utilities, LLC., ("Contractor").

**PREMISE.** The City issued an Invitation to Bid for an Annual Infrastructure Construction and Repairs Services to include but not limited to, time and materials, unit costs for equipment, manpower, and subcontractors.

1. **SERVICES WITHIN THE CITY OF AVON PARK, FL.** The City has reviewed the bids and has determined that the Contractor's bid was acceptable, and would like for the Contractor to do work as shown in the bid specifications and as provided in this Agreement, and the Contractor agrees to do so in accordance with this Agreement.
2. **AGREEMENT.** In consideration of the mutual promises herein and other good and valuable considerations, the parties agree that Contractor will provide, at Contractor's cost and expense, all machinery, equipment, tools, superintendence, labor, insurance and all other accessories, materials and services necessary to provide the work in accordance with the bid specifications which are made a part hereof, upon the terms and conditions set forth herein. The City will assign work or not assign work at the City's discretion, and only when such work becomes available ("piece work"), and such work is in the Contractor's bid. The Contractor agrees to perform such piece work within the stated amounts in the Contractor's bid, according the bid documents and this Agreement. The specifications for these services are included as part of this Agreement. In exchange for that work, the City agrees to pay the Contractor as provided in the bid documents and the Contractor's bid.
3. **COMMENCEMENT AND COMPLETION.** The Contractor will be required to commence work under this Agreement when assigned, within fifteen (10) calendar days after the receipt by him of the Notice to Proceed.

4. PRICE AND TERM. The Contractor bid price for Infrastructure Construction/Repair Annual Contract 102-15 is described in Contractor's bid tabulation sheet as Exhibit "B" of the specifications. This is a one year continuing services Agreement. Contractor may submit invoices to City once per month for work performed until completion of job. This Agreement will have duration of one (1) year, starting on date mutually agreed upon in this Agreement. The City and the Contractor may mutually opt to extend this Agreement for up to three additional years from the award date. A maximum CPI increase of 3% annually is authorized if mutually agreed by the City and the Contractor.
5. LAWS AND REGULATIONS. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.
6. WORKMANSHIP. Contractor shall, in a good workman like manner, perform all work pursuant to the specifications and construction plans.
7. LABOR: Contractor shall be responsible to hire labor of legal working status in the United States of America for work within the service area. The Contractor will provide proof of legal working status of Contractor and/ or Contractor's employees and sub-contractors and/or their employees who are awarded this bid. E-Verify will be used to determine legal status verification. As part of the response to the bid, the contractor shall complete and submit "Affidavit Certification- Immigration Laws" form as Exhibit "A" of the specifications. The City reserves the right to revoke award if Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. Davis-Bacon Rules may apply. The City of Avon Park is not responsible in any way; for any Federal, State or local legal repercussions the Contractor or his subcontractors may incur as a result of employee verifications.
8. DRUG-FREE WORKPLACE. Contractor acknowledges that the City is a drug-free workplace. Contractor covenants that all employees of Contractor working upon City property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

9. INSPECTION AND CORRECTION OF WORK. All work by Contractor will be monitored and or inspected by the appropriate persons including the Public Works Director or otherwise designated by the City Manager from time to time. Contractor shall notify the City of completion of work. The City's inspector or designee will then inspect the work and, if they find that it has not been satisfactorily done in accordance with the specifications and construction plans, said work shall be promptly corrected by Contractor, at Contractor's expense.
10. INSURANCE. The Contractor, upon his part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including without limitation homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing his obligations under this Agreement. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of his servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by City:

Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability: Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence, \$1,000,000 for all occurrences. If such CGL insurance contains a general aggregate limit, it shall apply separately to the assigned location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance: (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

City Named-Insured on Policies. For each of the policies required above, the City shall be a named insured, receiving not less than thirty (30) days of notice in the event of policy cancellation.

11. INDEMNITY AND HOLD HARMLESS. Contractor 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 Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor 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. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor 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. To the extent considered necessary or prudent by the City Attorney, any sums due to Contractor under this Agreement may be retained by City until all of the City's claims for indemnification pursuant to this Agreement 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.

The rights, provisions and obligations of this Section shall survive the termination of this Agreement.

12. **DAMAGE TO PROPERTY.** Contractor agrees that any damage caused by personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.
13. **EQUIPMENT AND SAFETY.** All equipment utilized by Contractor to provide the services under this Agreement must be free of mechanical defects or other conditions, which may cause injury to persons or property of City or third parties. Contractor hereby agrees to hold City harmless from any damages or injuries that may occur during Contractor's work under this Agreement. Contractor shall comply with all safety and health regulations, which may be applicable to services rendered under this Agreement.
14. **ACCEPTANCE AND FINAL PAYMENT:** Upon notice that the work is ready for final inspection and acceptance, a representative from the City's inspector will promptly make such inspection. When he finds the work is acceptable under this Agreement, he will promptly report to the City Manager or his designee the work provided for in this Agreement has been completed, and accepted by him under the terms and the conditions thereof.
15. **ASSIGNMENT OF WORK:** The City does not have any obligation to assign any work under this Agreement. The work is based on an "as needed" basis as determined by the City.
16. **EARLY TERMINATION:** Should the Contractor violate any provision of this Agreement, or if the service levels being provided by Contractor do not meet the expectations of City on a consistent and continuing basis, City may cancel this Agreement upon fifteen (15) days written notice thereof from City to Contractor.
17. **DEFAULT:** Should either party seek to enforce the terms of this contract through the courts, the prevailing party shall be entitled to recover all costs thereof, including a reasonable attorney's fee and paralegal's expenses, from the losing party, before trial, at trial and on appeal.
18. **MULTIPLE ORIGINALS:** This Agreement is executed in multiple copies, each of which shall be deemed an original.
19. **VENUE:** The parties acknowledge that Highlands County, Florida is the proper venue for any litigation regarding this contract.

20. WAIVER OF JURY TRIAL: The parties agree to a waiver of jury trial over any disputes, and instead agree to arbitration or bench trial.
21. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP: The terms and conditions in this Lease are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Lease 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 Lease were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

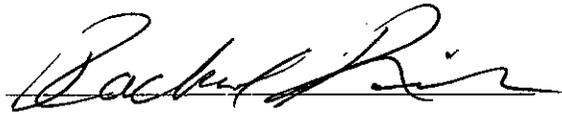
IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

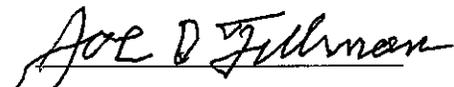
Signed and sealed by the CONTRACTOR

GO UNDERGROUND

In the presence of:

UTILITIES, LLC





JOE D. TILLMAN, MGRM



=====

Attested:

CITY OF AVON PARK, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_

Gerald T. Buhr, City Attorney

3. In addition to new infrastructure construction, the City may also award repair work where specialized skills or equipment is required.
4. This specification would provide for set unit prices for all construction activities.
5. All materials to be used shall meet the specified ASTM, AWWA, FAC and Florida Building code established standards and requirements.
6. All construction shall conform to City specifications.
7. All materials to be used shall be inspected and approved by the City.
8. Contractor agrees to utilize work tracking forms as approved by the City.
9. Contractor shall be responsible for any required MOT, and OSHA requirements.
10. The City and the Contractor may mutually opt to extend this contract for up to three additional years from the award date. A maximum CPI increase of 3% annually is authorized if mutually agreed by the City and the Contractor.
11. The contractor agrees that a work day shall consist of the 8AM to 5PM time frame on the Official Bid form.
12. Contractor shall be licensed in the State of Florida to perform underground construction work.

**Site Contact Person:**

Julian Deleon, City Manager  
 Tel. (863) 452-4429  
 Fax. (863) 452-4428  
 E-mail: [jdeleon@avonpark.cc](mailto:jdeleon@avonpark.cc)

**Exhibit-H, OFFICIAL BID FORM BID # 102-15  
 INFRASTRUCTURE CONSTRUCTION/REPAIR ANNUAL CONTRACT**

ITEM	PRODUCT	PRICE	
All Pricing includes Labor, materials and equipment, unless otherwise indicated on line item below.			
1	Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	11.00	LF
2	Remove and Replace Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	16.00	LF
3	Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	15.00	LF
4	Remove and Replace Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	22.00	LF
5	Concrete Traffic Separator (4' wide)	22.00	LF
6	Remove Concrete Curb (Type "D") or (Type "F") (Order minimum will be 100 ft)	7.00	LF
7	Concrete Valley Curb (Order minimum will be 80 ft)	15.00	LF
8	Concrete flume construction 3 ft by 4 ft, 6" thick	450.00	EA
9	Concrete Sidewalk (5' wide & 4" thick) (Order minimum will be 40 LF)	330.00	CY
10	Concrete Sidewalk (8' wide & 4" thick) (Order minimum will be 40 LF)	330.00	CY
11	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick <10 Cubic Yards	330.00	CY
12	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick >10 Cubic Yards	290.00	CY
13	Remove concrete sidewalk 4" thick	13.00	SY

14	Remove Concrete driveway/sidewalk 4" to 8" thick	60.00	TON
15	HMA Overlay S-III, includes materials, trucking, MOT and labor to overlay roadways, minimum work aggregate amount \$9,000.	106.00	TON
16	Mill road 1" thick	3.25	SY
17	Mill road 1.5" thick	3.20	SY
18	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	16.25	CY
19	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles to 6 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	17.50	CY
20	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 5-miles to 10 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	18.50	CY
21	Cost to excavate new percolation pond/retention pond. (5000 CY Minimum)	2.25	CY
22	Cost to transport material less than 1-mile (5000 CY Minimum)	2.50	CY
23	Adjust Manhole to Grade	180.00	EA
24	Adjust Type "C" Basin top to Grade	395.00	EA
25	Remove and Replace Type "C" Basin top to Grade	1000.00	EA
26	Adjust Water Valve Box to Grade	100.00	EA
27	Remove and Replace Water Valve Box	130.00	EA
28	ADA Ramp new	355.00	EA
29	ADA Ramp Remove and Replace	450.00	EA
30	Detectable Warning for ADA	260.00	EA
31	Cost for Rubber tire backhoe and ONE skilled operator only. Hours (8 to 5PM)	850.00	DAY
32	Cost for ONE skilled utility laborer. Hours (8 to 5PM)	250.00	DAY
33	Cost for Trackhoe and ONE skilled operator only, medium sized machine. Hours (8 to 5PM)	1,100.00	DAY
34	Cost for <u>one skilled utility</u> underground Licensed Certified Contractor to run and manage work site. (No equipment or tools) Hours (8 to 5PM)	500.00	DAY
35	Cost for welding and fabrication (City purchases materials)	60.00	HOUR
36	Cost to install and operate Dewatering system (well point with 10 points for a 5-day minimum order.)	550.00	DAY
37	Cost to install and operate Dewatering system (well point with 10 points for a 10-day minimum order)	550.00	DAY
38	Subcontractor mark-up fee for rented equipment, and materials purchases for additional services as requested by the City. Three written prices are required by the City for purchases over \$1,000.	10	%