



## **CITY OF AVON PARK**

Highlands County, Florida  
**110 East Main Street**  
**Avon Park, Florida 33825**

April 19, 2016

Avon Park City Council  
110 East Main Street  
Avon Park, Florida 33825

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, April 25, 2016, at 6:00 PM in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403 or email the City Clerk: [bbarwick@avonpark.cc](mailto:bbarwick@avonpark.cc)

Sincerely,

A handwritten signature in blue ink, appearing to read "Julian Deleon", written over a horizontal line.

Julian Deleon  
City Manager



# CITY OF AVON PARK

## Highlands County, Florida

### CITY COUNCIL REGULAR MEETING CITY COUNCIL CHAMBERS (REVISED) 123 E. Pine St., Avon Park, FL April 11, 2016 6:00 PM

- A. **OPENING**
1. Invocation
  2. Pledge of Allegiance
  3. Roll Call
- B. **CITIZENS/OUTSIDE AGENCIES**
- C. **CONSENT AGENDA:**
10. Approve Minutes of April, 08 2016, Special City Council Meeting
  11. Approve Minutes of April, 11, 2016 Regular City Council Meeting
  12. Approval of nomination by Mayor Schuler for the reappointment of Robert Flores and appointment of Craig Marans to the Avon Park Fire Pension board.
  13. Budget Adjustment Replacement of fencing at MLK Complex.
- D. **COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS**
- E. **ADMINISTRATIVE**
15. Resolution 16-13 Amending legal description to Annexation Ordinance 16-13
  16. Authorization to design T-Hangar Demolition and Relocation by Amherst
  17. CEI Inspections for CDBG Southside Streetscape
    - A. Cool & Cobb Engineering \$11,500.00
    - B. Polston Engineering \$ 8,000.00 (Estimated)
  18. Highlands County NAACP
- F. **CITIZENS PARTICIPATION**
- H. **ADJOURN**
- Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

**C-10**

(10)

**CITY COUNCIL SPECIAL MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**April 8, 2016**  
**5:30 P.M.**

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

**Members Absent:** None

**Others Present:**, City Attorney Gerald Buhr, Administrative Services Director Maria Sutherland, Acting City Clerk Bonnie Barwick, members of the press and audience...

Mayor Sharon Schuler called the meeting to order at 5:30 P.M... The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

**Agreement with Discovery Channel Production Company.**

**Motion** by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve Agreement with Discovery Channel Production Company as presented. Motion passed unanimously.

**Cobb Construction Agreement for CDBG project.**

City Attorney Gerald Buhr stated that this had been removed from the Agenda because it has been placed on the April 11, 2016 Agenda for the Regular Council Meeting.

Mayor Sharon Schuler welcomed everyone that had turned out for the special meeting/work shop. She stated that she had several comments regarding our lakes in Avon Park. Especially Lake Verona, Lake Isis and Lake Tulane. She stated that she had been in contact with FDOT and they were working on emergency funds. She asked that anyone wanting to speak on the items, please come to the podium, state name and address and their concerns.

Mrs. Pascoe, 1400 Bennett Lane, asked about the retention pond that the citizens call the mosquito pool on the South Side of Lake Isis. It was discussed whether the water could be treated.

Gary Pascoe, 1400 Bennett Lane, stated that he was a recreational diver and that this was a very deep lake and further down there was a silt layer and the water was green. City Attorney Gerald Buhr stated that some of the problem could be run off from fertilizers. Mayor Schuler stated again that FDOT was looking into the problem. Administrative Service Director stated that she had spoken consultants that had SWFWMD and FDEP experience and they were preparing a proposal for the City to find a solution.

Wes Pyburn, with Nasgrass, thanked the Council for their help, and they are filming, and the public was invited to attend the filming. City Attorney Gerald Buhr stated that the Council and Nasgrass needed a lease to be ratified as soon as possible. Deputy Mayor Giles asked if they could have a contract with the Council in the next 30 days. He said they would.

**Annexations:**

Mayor Schuler stated that she thought we should be looking into reuse water for watering city properties.

Craig Marans, 39 Forest Hill Ct., spoke regarding the annexations; he wanted to know what the plan was for the fire dept. It was discussed that nothing could be discussed that involved the negotiations that were going on with the Union.

Mayor Schuler encouraged working on a five year plan for the City.

Anthony Gaines from the Fire Dept. stated that 6 months ago he was laid off, and now they were fully funded and we are giving money away. Mayor Schuler stated this was about annexation and not about the fire dept, and he said he knew it but he was going to make a statement.

A concerned citizen asked about who was in control if there was any kind of disaster either on Highway 27 and the Railway. Craig Marans asked if he could answer that question. He stated that all the firefighters were trained for hazmat situations. He said the fire station would be called and it would be followed out like any other situation. It would be City, County Fire Dept., and then State.

Jim Barnard addressed the Council regarding the growth of the City of Avon Park. He stated that he knew all manpower had been cut, and he felt that maybe it was time to start adding back on to the man power, other depts., as well as the fire dept. He stated he was glad they were going to start working on a 5 year plan.

**Code Enforcement:**

Administrative Service Director Maria Sutherland stated that a citizen had contacted her regarding where to park a new Cab for an 18 wheeler truck. It was not the truck just the cab. There may be an opportunity to create a truck cab parking area at the airport. There may be grants from the FDOT to develop this concept.

Deputy Mayor Brenda Giles, stated that she was speaking on behalf of another resident, Maxine Beasley, and wanted to seek a location for another park on the Southside- somewhere in the Rainbow Park Area.

Arnold Davis spoke regarding the drainage pond on S. Delaney; he said it was larger than necessary. It was stated that most ponds were under the discretion of SWFWMD.

He also stated that most of the street lights were out across from Veterans Park.

**Boards:**

Mayor Schuler stated there were openings on the CRA Board, and Board Alternate on for the Planning and Zoning Board.

Councilman Parke Sutherland requested that they get copies of the Planning and Zoning Board Meetings.

Meeting adjourned at 6:30 PM

Attest:

---

Bonnie Barwick, City Clerk

Sharon Schuler, Mayor

**C-111**

211

**CITY COUNCIL REGULAR MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**April 11, 2016**

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

**Members Absent:** None

**Others Present:** City Manager Julian Deleon, Acting City Clerk Bonnie Barwick, Administrative Service Director Maria Sutherland, City Attorney Gerald Buhr, members of the press and audience.

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

**B-6: Presentation of Child Advocacy Appreciation Pins**

City Manager Julian Deleon stated that on March 28, 2016 there was Proclamation Child Abuse Awareness. He introduced Sherry Dent of the Children's Advocacy Center. She explained her job and introduced Shirley Johnson. They thanked the Council on the Proclamation making April Child Abuse Awareness Month. They presented the Council with a packet explaining the Children's Advocacy Center and a pin and also Blue Pinwheels that represented the Child Abuse Awareness. She asked the Council put on their pins and step in front of the Flag and have a picture taken.

**C-10: Consent Agenda**

City Manager Julian Deleon presented the consent agenda. Minutes of March 28, 2016 Regular Council Meeting.

**Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve consent agenda as presented by City Manager Julian Deleon. Motion passed unanimously.

**D-11 Tabled Item**

Municipal comparison of Council Compensation. There was some discussion between the City Attorney Gerald Buhr and the Council Members regarding how they would go about giving the Council Members an increase if they were so inclined. If they were to do so, it would have to be done within the next few months for City Manager Julian Deleon could put it in the budget. Deputy Mayor Brenda Giles stated she would like to see it be left on the table at this time so they could study it further.

**D-12: Attorney discussion public assembly events:**

City Attorney Gerald Buhr stated that he was working with Maria Sutherland to get the Ordinance in place so it can be presented at a future meeting. They explained it was a work in progress. Maria Sutherland asked City Attorney Gerald Buhr when the Freedom of Assembly came into play. Attorney Buhr said anyone could have Freedom of Assembly but when it was on Government Property they would have to have the same permits. Attorney Buhr stated that he would like to meet with DOT regarding the permits, because he had found out that the Mall did not belong to the City but it was owned by the State. City Manager stated that the City would get Right of Way Permits

from the State regarding anything being held on the Mall. Deputy Mayor Brenda Giles stated that she had sent an e-mail to City Manager Julian Deleon regarding an event that was to be held on the 26<sup>th</sup> of June. They would have to be contacted regarding permits.

**E-14 Contract L. Cobb Construction:**

Deputy Mayor Brenda Giles said she had been contacted by a concerned citizen regarding the bids. She said she had called Nujack and had been told their bid had a mistake in it. And they were pulling their bid. City Manager Julian Deleon introduced Carl Cool. He addressed the Council regarding the bid process and explained that no one had to attend a pre-bid meeting. He stated that he called and spoke to the CEO of Nujack and he stated that they had made a mistake on the bid. He stated that he was lucky not to lose his bid bond of 5% of the bid. There was discussion the job should be put back out for bids. It was also discussed that most times this was not a good process because contractors knew what was bid. Deputy Mayor Brenda Giles was concerned regarding sub contractors.

Lavon Cobb of Cobb Construction addressed the Council regarding Sub Contractors from DBE. City Attorney Gerald Buhr stated that he would have the contract ready for signature at the next City Council Meeting.

**E-15 RPAC Interlocal for MLK football field scoreboard:**

Administrative Service Director Maria Sutherland said that this was an interlocal agreement with the County and they were to pay \$7,000.00 and Bill Jarrett Ford had agreed to pay the other half which is also \$7,000.00.

**Motion** made Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve the Interlocal Agreement with the County for MLK football field scoreboard as presented by City Manager Julian Deleon. Motion passed unanimously.

**E-16 Ordinance 06-16: Creation of the Avon Park CRA with expansion areas:**

**2<sup>nd</sup> public hearing**

City Attorney Gerald Buhr read the title of Ordinance 06-16 into the record. Mayor Sharon Schuler opened the public hearing. Seeing no show of hands she closed the public hearing.

**Motion** by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve 2<sup>nd</sup> reading of Ordinance 06-16. Motion passed 4 to 1 with Mayor Sharon Schuler voting no.

**E17 Ordinance 10-16 Amending Future Land use 24 parcels**

**2<sup>nd</sup> public hearing**

**E18 Ordinance 11-16 Amending Zoning 24 parcels**

**2<sup>nd</sup> public hearing.**

Administrative Service Director Maria Southerland presented the Council a e mail from Jeff Schmucker asking Ordinance 10-16 and 11-16 be removed from the Agenda. The FLU amendment needs to be submitted to DEO for review prior to the adoption hearing which will be sometime in May. The zoning amendment will be heard at the same May meeting.

**Motion** made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to postpone the 2<sup>nd</sup> reading of these two Ordinances as requested. Motion passed unanimously

**E-19 Ordinance 14-16 Amending Sect 98-241 rates**

**1<sup>st</sup> public hearing.**

City Attorney Gerald Buhr read the title of Ordinance 14-16 into the record. City Manager Julian Deleon asked before the public hearing was opened he was like to change page 2 paragraph 2 to read .06 cents per gallon for common residential septage from .07 cents. There was discussion regarding the City Manager being able to set the rates at his discession. Mayor Sharon Schuler opened the public hearing, seeing no show of hands she closed the public hearing.

**Motion** Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve 1<sup>st</sup> public hearing of Ordinance 14-16 as presented. Motion passed unanimously.

**E-20 Ordinance 15-16 Expanding Special Magistrate Jurisdiction to Zoning Cases.**

**1<sup>st</sup> public hearing.**

City Attorney Gerald Buhr read the title of Ordinance. After discussion between the Council and the City Attorney, it was suggested this Ordinance would be postponed indefinitely Motion passed unanimously

Meeting adjourned at 7:15 P.M.

---

Bonnie Barwick Acting City Clerk

Sharon Schuler, Mayor

**C-12**

VOLUNTEER APPLICATION

C12

**FOR BOARDS AND COMMISSIONS**

Thank you for your interest in serving the City of Avon Park. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) and/or Commissions(s) for which you wish to apply:

- Airport CRA Advisory Board
- Civil Service Board\*
- Main Street CRA Advisory Board
- Pension Boards\*
- Police
- Fire
- Planning & Zoning Commission\*
- Recreation Advisory Board
- Southside CRA Advisory Board
- Zoning Board of Adjustment\*
- Housing Authority

**ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"**

**\*MEMBERS OF THE BOARD(S) AND/OR COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES.**

1. PERSONAL:

Name: Craig Marans E-Mail: Apfire25@yahoo.com

Address: 39 Forest Hill Court, Avon Park, FL 33825

Telephone: 863-242-7174 Business #: 863-453-6557

Are you a registered voter in Avon Park?  Yes  No

How long have you been a resident of Avon Park? 13 years

Are you currently serving on a City Board?  Yes  No

If yes, when and which Board? \_\_\_\_\_

2. REFERENCES: Please list 3 references (Business and/or Personal) include Name, Address, and Phone Number.

- Robert Seiber (Personal) 5008 Lakewood Rd., Sebring, 33870 863-441-4583
- Brandon Albright (Personal) 226 Northwood Rd., Sebring, 33870 863-414-0103
- Max Segui (Personal) 3825 Bradley Ave., Orlando, FL 32839 863-414-3346

3. Education:

High School: Harry S Truman H.S. Date Graduated: 2001  
 College: SFSC Date Graduated: 2012  
 Other: \_\_\_\_\_ Degree: Fire Science A.S.

4. Work Experience:

Avon Park Fire Dept. 2004-2013  
Sun N Lake Fire Dept. 2006-2013  
Polk City Juvenile Correctional 2003-2004

5. Interests/Activities:

Fishing, Hunting, Yardwork, Writing, Hiking,  
working out, reading, School, Auctions

6. Community Involvement:

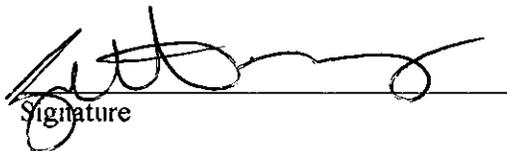
Was a volunteer Big brother, Volunteer Fireman  
Worked with Sebring Fireman Inc., Avon Park Fireman

7. Why do you desire to serve on this and/or these Board(s)?

I have a vested interest and understand the responsibilities  
associated with this position. I am willing to dedicate the  
amount of time needed to this position.

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve if appointed.

  
 Signature

3/28/16  
 Date

NOTE: If you have any questions concerning the duties and responsibilities of any of the above Boards and/or Commissions, please contact the City Manager's Office at 452-4403.

Please return this form to the City Manager's Office, 110 E. Main Street, Avon Park, FL 33825 between the hours of 8:00 a.m. and 5:00 p.m.

**VOLUNTEER APPLICATION**

**FOR BOARDS AND COMMISSIONS**

Thank you for your interest in serving the City of Avon Park. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) and/or Commissions(s) for which you wish to apply:

- Airport CRA Advisory Board
- Planning & Zoning Commission\*
- Civil Service Board\*
- Recreation Advisory Board
- Main Street CRA Advisory Board
- Southside CRA Advisory Board
- Pension Boards\*
- Zoning Board of Adjustment\*
- Police  Fire
- Housing Authority

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

**\*MEMBERS OF THE BOARD(S) AND/OR COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES.**

**1. PERSONAL:**

Name: Robert Flores E-Mail: rkaflores@aol.com

Address: 102 E. Palmetto St. Avon Park, FL 33825

Telephone: 863-212-0284 Business #: 863-784-7099

Are you a registered voter in Avon Park?  Yes  No

How long have you been a resident of Avon Park? 14 years

Are you currently serving on a City Board?  Yes  No

If yes, when and which Board? AP Fire Pension Board, AP CRA Advisory Board

**2. REFERENCES: Please list 3 references (Business and/or Personal) include Name, Address, and Phone Number.**

- Cheryl Arpasi - 2413 N. Dunwoodie Rd, AP 33825. 863-991-4449
- Dora Smith - 98 Lake Byrd Blvd. AP 863-414-5198
- Steve Livingston - 3200 US Hwy 27S, 400B, Sebring FL 863-382-1133

3. Education:

High School: \_\_\_\_\_ Date Graduated: \_\_\_\_\_  
 College: Nova Southeastern Date Graduated: 2005  
 Other: \_\_\_\_\_ Degree: DPA

4. Work Experience:

Public Administration approximately 30 years

5. Interests/Activities:

Community Service participation and family related activities.

6. Community Involvement:

Involvement with community museums and artists activities.

7. Why do you desire to serve on this and/or these Board(s)?

I have served on the board for 2 terms and have become a certified Public Pension trustee and I feel as a resident of Avon Park, I am qualified to act and make decisions for the best interests of Avon Park residents

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve if appointed.

[Signature]  
Signature

5/14/16  
Date

NOTE: If you have any questions concerning the duties and responsibilities of any of the above Boards and/or Commissions, please contact the City Manager's Office at 452-4403.

Please return this form to the City Manager's Office, 110 E. Main Street, Avon Park, FL 33825 between the hours of 8:00 a.m. and 5:00 p.m.

**AVON PARK FIREFIGHTERS' PENSION FUND**  
**CAROL L. KNAPP, ADMINISTRATOR**  
**2404 W. RUSS ROAD**  
**AVON PARK, FLORIDA 33825-9309**  
**PHONE 863-453-5258 FAX 863-453-7312**  
**CELL: (863) 443-0153**  
**Email address: [hdpension@yahoo.com](mailto:hdpension@yahoo.com)**

March 23, 2016

Mayor Sharon Schuler  
City of Avon Park  
110 East Main Street  
Avon Park, Florida 33825

RE: City Council Appointment to Fire Pension Board

Dear Mayor Schuler:

I am sending this letter to you at the direction of the board of trustees of the Avon Park Fire Pension Board to request the re-appointment of Dr. Robert Flores to the Avon Park Firefighters' Retirement Trust board of trustees.

Currently there are two city council appointees serving as trustees on the 5-member City of Avon Park Firefighters' Pension Board. Both of their terms are up in April 2016.

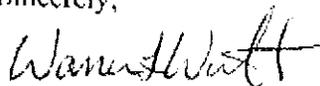
Due to a new job opportunity, David Cloud has chosen not to request consideration for re-appointment. I have directed potential replacements to submit volunteer applications to the City of Avon Park for your consideration.

Dr. Robert Flores is interested in re-appointment to this board. Dr. Robert Flores has been a dedicated member of this board for several years and is willing to continue to serve. Dr. Flores has been attending classes to further his understanding of the fiduciary responsibilities to this board and to comply with state statute requirements.

I have attached a copy of the completed volunteer application from Dr. Flores. If you need any additional information or completed documents from the board for Dr. Flores before the process moves forward, please advise.

If you have any questions, please contact Carol Knapp, Plan Administrator

Sincerely,



Warren West,  
Board Chairman

**C-13**



**E-15**

**Bonnie Barwick**

E 15

**From:** Julian Deleon  
**Sent:** Tuesday, April 19, 2016 1:26 PM  
**To:** Bonnie Barwick  
**Subject:** Resolution 16-13  
**Attachments:** Resolution.docx

Bonnie,

Please include this email which explains the purpose of the resolution the CC.

Ordinance 04<sup>5</sup>16 annexed over 400 acres. The map prepared and legal metes and bounds did not match. The map was accurate, and the legal was not. This resolution reconciles the inconsistency.

Also, please include the "updated legal" and label as "Exhibit-A".

Also, please include a copy of Ordinance 04<sup>5</sup>16 for backup.

**RESOLUTION 16-13**

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK, FLORIDA  
PROVIDING FOR MODIFICATION OF ORDINANCE 05-16 TO  
CORRECT SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION AND  
PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on March 23, 2016, the City passed Ordinance 05-16 to annex certain properties into the City; and,

**WHEREAS**, it has been discovered that although the maps attached to that ordinance are correct, the legal description was drafted in error, annexing two properties into the City that were not intended, and were not in conformance with the map exhibit; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA**, in a public meeting assembled this 25<sup>th</sup> day of April, 2016:

**Section 1.** The legal description attached to Ordinance 05-16 is hereby replaced with the legal description attached as Exhibit "1".

**Section 2.** This resolution shall be effective immediately upon passage.

**IN WITNESS WHEREOF**, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this this 25<sup>th</sup> day of April, 2016. The vote was:

---

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

(Seal)

**ATTEST:**

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

Maria Sutherland, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gerald Buhr, City Attorney

**CITY OF AVON PARK, FLORIDA**

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

Sharon Schuler, Mayor

EXHIBIT - #1

CORRECTED LEGAL DESCRIPTION

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

AND

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

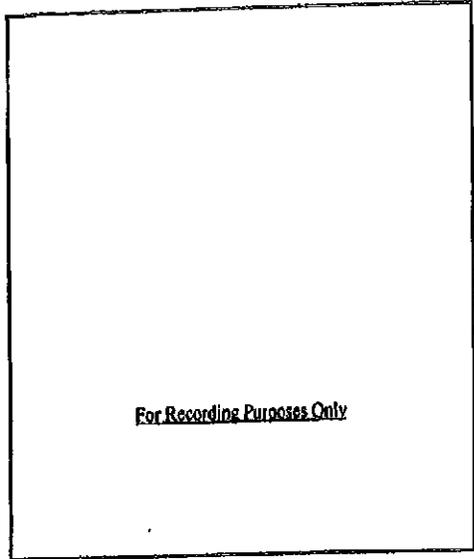
AND

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

**EXHIBIT 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 406 School St, Seb, FL, and its successors and assigns (hereinafter referred to as "OWNER"), and the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "CITY").

**WITNESSETH**

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

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

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

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

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

Signed, sealed and delivered before these witnesses:

Connie E. Scobey  
(Signed)

Connie E. Scobey  
(Printed)

Maria Adams  
(Signed)

Maria Adams  
(Printed)

OWNER:  
SCHOOL BOARD OF HIGHLANDS  
COUNTY, FLORIDA

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

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

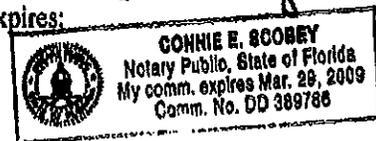
APPROVED AS  
TO FORM: John K. McClure  
John K. McClure,  
Board Attorney

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 21<sup>st</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 21<sup>st</sup> day of January, 2008.

Notary Public Connie E. Scobey  
My Commission Expires:



**CITY OF AVON PARK**

<p>[SEAL]</p> <p>ATTEST: <u><i>Sarah Adel</i></u> SARAH ADEL, City Clerk</p> <p>APPROVED AS TO FORM: <u><i>[Signature]</i></u> Gerald T. Buhr, City Attorney</p>	<p>CITY OF AVON PARK, FLORIDA,</p> <p>By: <u><i>[Signature]</i></u> Mayor</p>
--	---

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:	<b>SCHOOL BOARD: SCHOOL BOARD OF HIGHLANDS COUNTY, FLORIDA</b>
<u>Connie E. Scobey</u> (Signed)	By: <u>[Signature]</u> J. Ned Hancock, Chairperson
<u>Connie E. Scobey</u> (Printed)	By: <u>Wally Cox</u> Wallace P. "Wally" Cox, Superintendent of Schools
<u>Nina Adams</u> (Signed)	APPROVED AS TO FORM: <u>[Signature]</u> John K. McClure, Board Attorney
<u>NINA ADAMS</u> (Printed)	

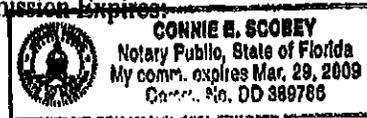
**STATE OF FLORIDA  
COUNTY OF HIGHLANDS**

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

**SUBJECT TO:**

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

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

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

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

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

*Cristina Perez*  
CRISTINA E. PEREZ

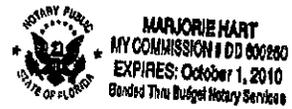
*Marjorie Hart*  
MARJORIE HART

By: *J. Ross Macbeth*  
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*  
Marjorie Hart  
Notary Public, State of Florida  
My Commission Expires:





C-02-34-28-A00-0170-0000  
 867 MEMORIAL DR  
 AVON PARK, FL 33825-  
**Owners**  
 SCHOOL BOARD OF HIGHLANDS  
 COUNTY FLORIDA  
**Mailing Address**  
 426 SCHOOL STREET  
 SEBRING, FL 33870  
**Legal Description**  
 N 1/2 OF NW 1/4 OF SW 1/4  
 - N 12.63 FT OF S 1/2 OF  
 NW 1/4 OF SW 1/4 OF SEC 2  
 02-34-28/17 19.71 ACRES  
**DOR Code:** 85 - PUBLIC SCHOOLS  
**Neighborhood Code:** 340 - RURAL TRACTS IN 34/28

ORIGINAL

ORDINANCE

No 5-16

follows

E18

**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	<u>C-03-34-28-A00-0060-0000</u>	SCARBOROUGH INVESTMENTS INC	3420 DAVIS CITRUS RD	268.82
2	<u>C-03-34-28-A00-0070-0000</u>	SCARBOROUGH INVESTMENTS INC	3402 RAVINE RD	24.22
3	<u>C-02-34-28-090-0000-0050</u>	SCARBOROUGH INVESTMENTS INC	871 MEMORIAL DR	19.51
4	<u>C-02-34-28-A00-0170-0000</u>	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

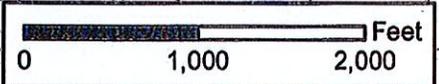
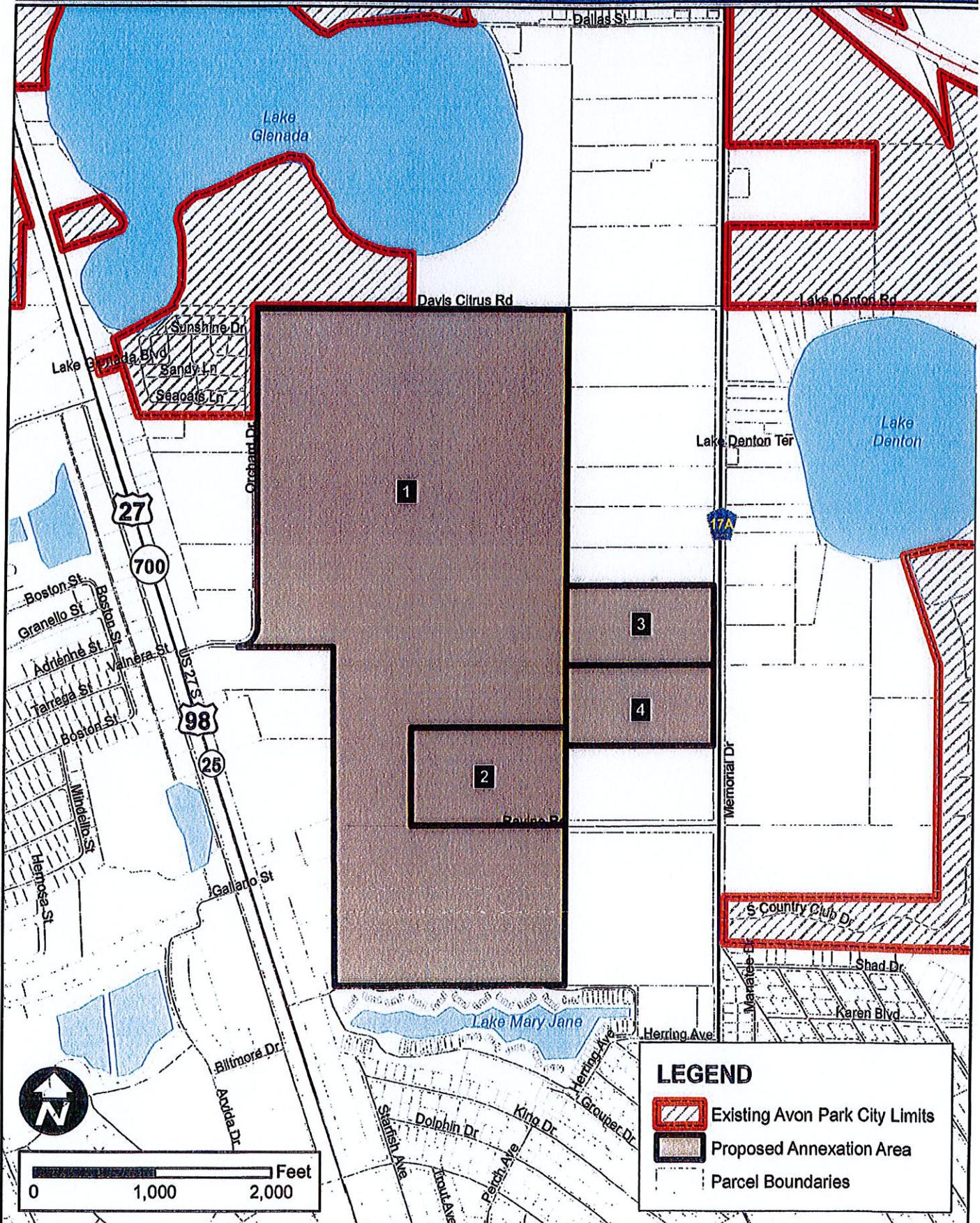
By: \_\_\_\_\_

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:

*[Signature]*  
(Signed)

Donielle L. Brewer  
(Printed)

*[Signature]*  
(Signed)

Adela Casey  
(Printed)

Scarborough Investments, Inc.

*[Signature]*  
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: *[Signature]*

My Council Expires: May 5, 2017

[SEAL]

ATTEST: [Signature]  
Maria Sutherland, City Clerk

CITY OF AVON PARK, FLORIDA,

By: [Signature]  
Sharon Schuler, Mayor

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

**STATE OF FLORIDA  
COUNTY OF HIGHLANDS**

**SWORN TO AND SUBSCRIBED** freely and voluntarily for the purposes therein expressed before me by Sharon Schuler, as the Mayor of the City of Avon Park, Florida, and who executed the foregoing, this 2nd day of July, 2012. She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

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

Notary Public: [Signature]

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



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

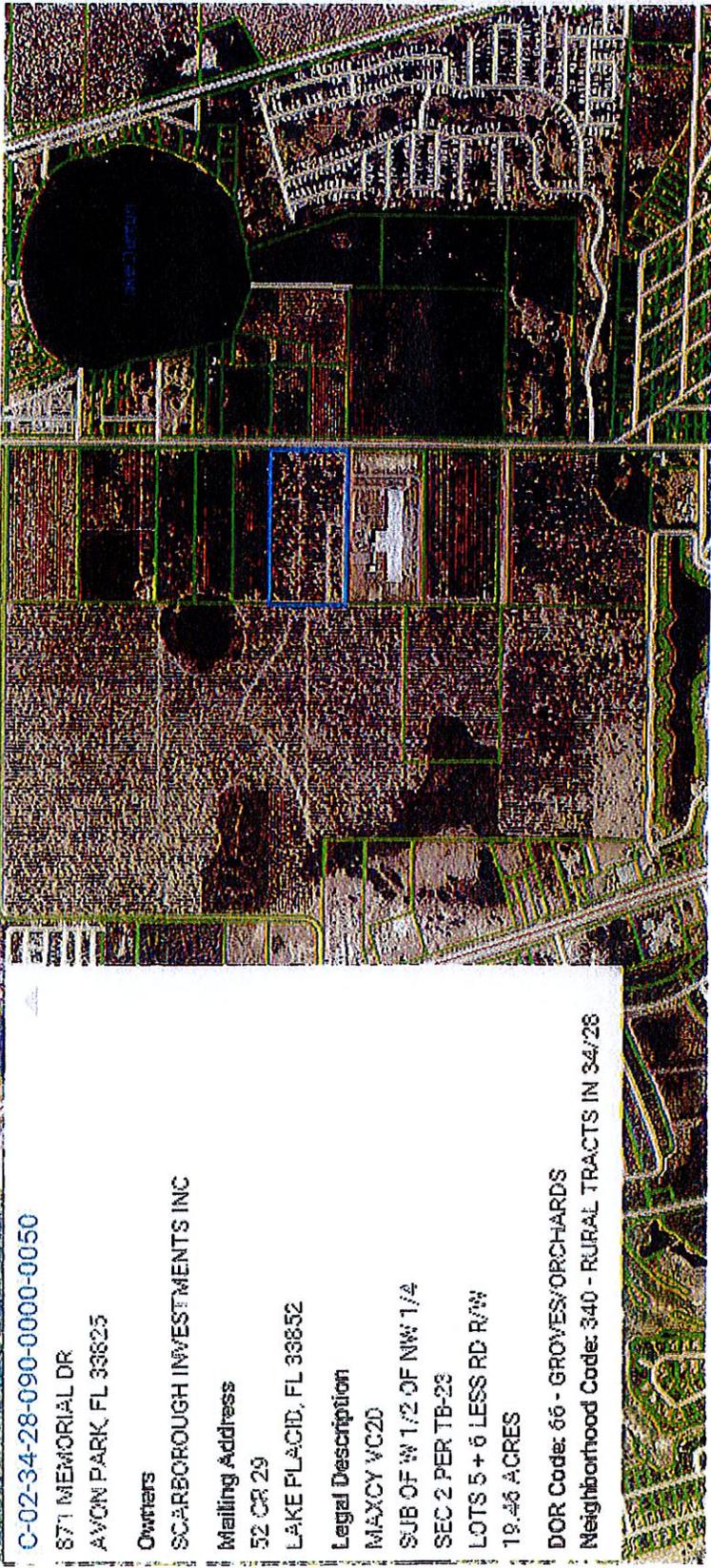
**The South 807 feet of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 34 South, Range 28 East, Highlands County, Florida, LESS and except road right-of-way.**

**AND**

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

**Exhibit 2**  
**to Annexation Agreement**  
**Utility Plans**





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

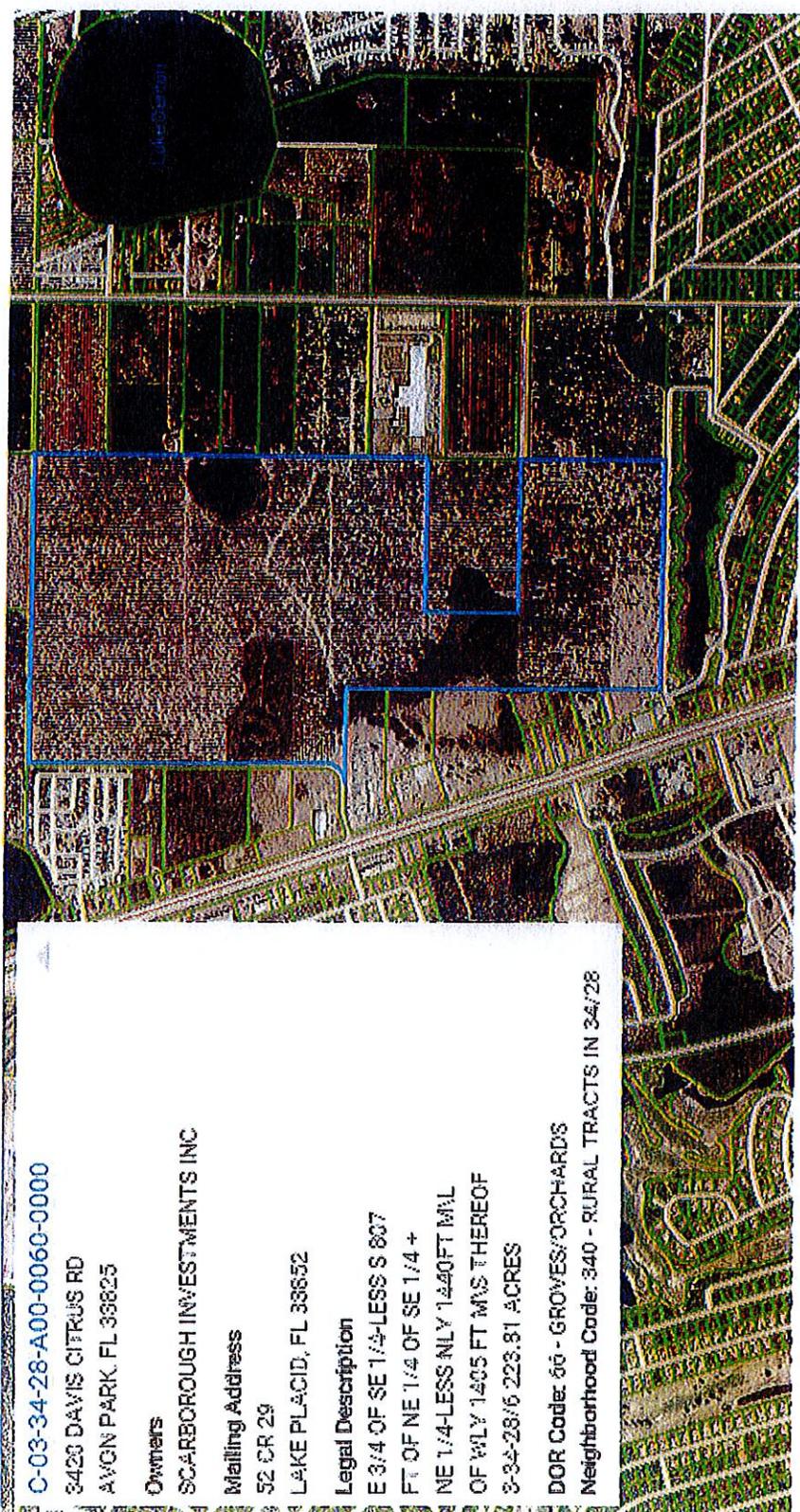
871 MEMORIAL DR  
AVON PARK FL 33825

**Owners**  
SCARBOROUGH INVESTMENTS INC

**Mailing Address**  
52 CR 29  
LAKE PLACID, FL 33852

**Legal Description**  
MAXCY VC2D  
SUB OF W 1/2 OF NW 1/4  
SEC 2 PER TB-23  
LOTS 5 + 6 LESS RD R/W  
19.46 ACRES

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



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

3420 DAVIS CITRUS RD  
AVON PARK, FL 33825

**Owners**

SCARBOROUGH INVESTMENTS INC

**Mailing Address**

52 CR 29  
LAKE PLACID, FL 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  
3-34-2876 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-

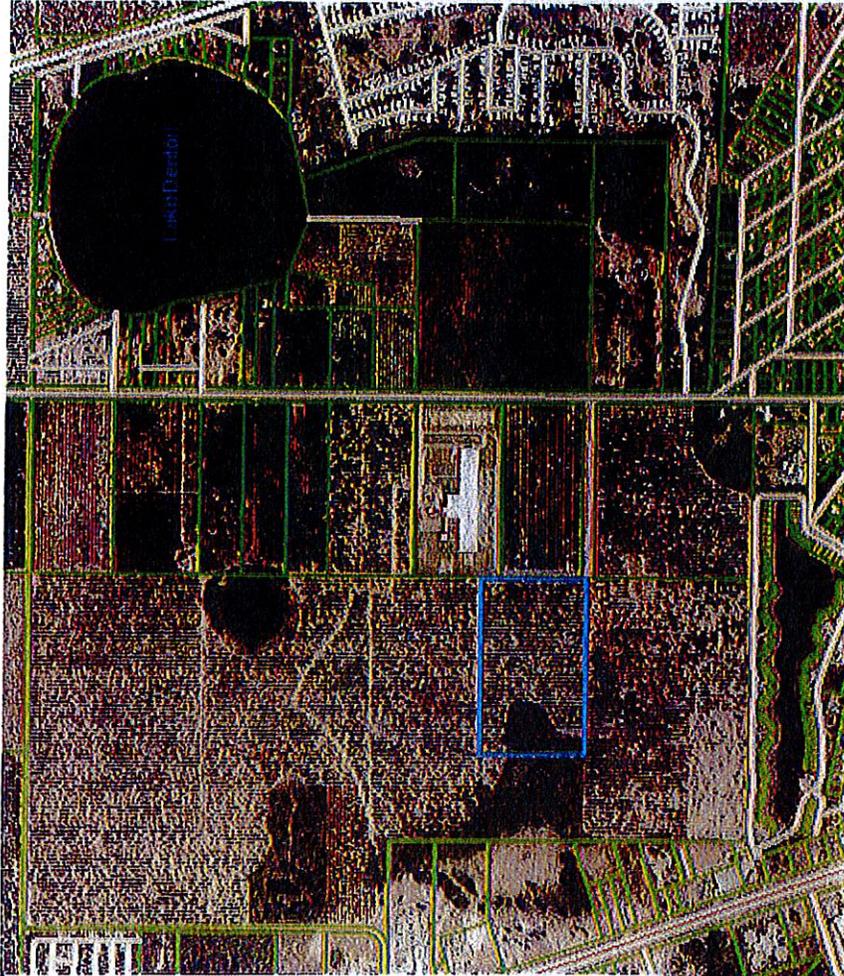
Owners  
SCARBOROUGH INVESTMENTS INC

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 Hole 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 without limitation 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: J. Ned Hancock  
J. Ned Hancock, Chairperson

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

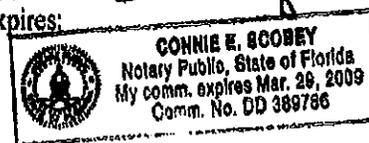
APPROVED AS  
TO FORM: John K. McClure  
John K. McClure,  
Board Attorney

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 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. Sobeey  
My Commission Expires:



**CITY OF AVON PARK**

[SEAL]

ATTEST: *Sarah Adell*  
SARAH ADELL, City Clerk

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

CITY OF AVON PARK, FLORIDA,

By: *[Signature]*, Mayor

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

**SCHOOL BOARD**

Signed, sealed and delivered before these witnesses:

Connie E. Scobey  
(Signed)

Connie E. Scobey  
(Printed)

Nina Adams  
(Signed)

NINA Adams  
(Printed)

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

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

By: Wallace P. 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 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  
7298.50  
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 1/2 of the Northwest 1/4 of the Southwest 1/4 and the North 13.63 feet of the South 1/2 of the Northwest 1/4 of Southwest 1/4 of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, less road right-of-way for Memorial Drive.

**SUBJECT TO:**

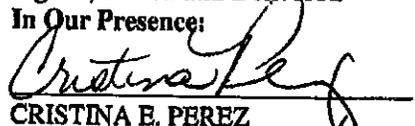
1. Reservations, restrictions, easements and assessments of record, if any, to the extent same are valid and enforceable.
2. Taxes for the year 2007 and subsequent years.
3. The Highlands County Solid Waste Collection, Disposal and Assessment Ordinance, Chapter 8.5 of the Code of Ordinances, Highlands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

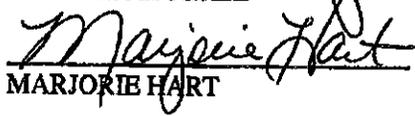
**PROPERTY APPRAISER'S IDENTIFICATION NO.:** C02-34-28-A00-0120-0000

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

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

Signed, Sealed and Delivered  
In Our Presence:

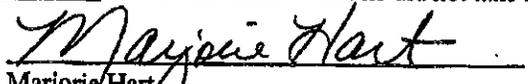
  
CRISTINA E. PEREZ

  
MARJORIE HART

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

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

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

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





C-02-34-28-A00-0170-0000

667 MEMORIAL DR  
AVON PARK, FL 33825-

**Owners**  
SCHOOL BOARD OF HIGHLANDS  
COUNTY FLORIDA

**Mailing Address**  
426 SCHOOL STREET  
SEBRING, FL 33870

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

**DOR Code:** 88 - PUBLIC SCHOOLS  
**Neighborhood Code:** 340 - RURAL TRACTS IN 34/28

E-16

**From:** Julian Deleon  
**Sent:** Tuesday, April 19, 2016 2:50 PM  
**To:** Bonnie Barwick  
**Subject:** FW: Avon Park Executive Airport T-Hangar Scope and Fee (FDOT FM # 433636-1-94-01)  
**Attachments:** Avon Park T-Hangar TA-4.pdf

Bonnie,

Please include this email under the administrative agenda as follows, with the attachment immediately below. We are looking for the Council to make a motion and authorize the work which is 100% funded:

“Authorization to design T-Hangar demolition and relocation by Amherst”

This item is paid 100% by an FDOT airport grant.

**From:** Todd Zimmerman [mailto:Todd.Zimmerman@amherst-consulting.com]  
**Sent:** Tuesday, April 19, 2016 1:53 PM  
**To:** Jason Lister <jlister@avonpark.cc>  
**Cc:** Julian Deleon <jdeleon@avonpark.cc>; Maria Sutherland <sutherland@avonpark.cc>  
**Subject:** FW: Avon Park Executive Airport T-Hangar Scope and Fee (FDOT FM # 433636-1-94-01)

Jason,

At your request, we called FDOT (Wendy Sands) to inquire about the T-Hangar project and the Intermodal project we discussed last week. The following is an update:

**1. T-Hangar Project**

- a. Department Funds
  - i. The current executed JPA amount is \$137,000 (FY 2015 & 2016).
  - ii. FDOT will add \$300,000 under an FY 2017 JPA for the T-Hangar project (the JPA can be issued as early as July 1, 2016).
    - 1. This will bring the total JPA amount for the T-Hangar project to \$437,000.
    - iii. Additional money is currently programmed for FY 2018 (the JPA can be issued as early as July 1, 2017).
- b. The TA 4 for the T-Hangar project was approved by Wendy Sands on 9/2/2015 (see below).
  - i. If the City desires to move forward with the project, please let us know if you want us to send you an executed version before it goes to City Council for approval.

**2. Intermodal (Truck Stop)**

- a. FDOT suggested that the City remedy, or alter, the existing Ordinance which prohibits extended parking within the City limits as they will not support moving forward given how the Ordinance is currently written.
  - i. Can the Ordinance be modified to allow for such commercial parking in designated areas with restrictions within residential areas?
- b. FDOT believes there are 2 truck stops being built in the Central Florida/US 27 corridor (locations unknown) and suggested the City inquire as to those suspected locations.

- i. These may have an impact on any considerations the City and FDOT may have moving forward.
- c. If the City were to move forward toward funding the project, some conditions would apply:
  - i. FDOT requested that the City provide a Benefit Cost Analysis, to include a ROI (not atypical)
    - 1. This is something we would typically outsource, so let us know if you'd like us to get involved with facilitating that through our General Agreement.
    - ii. FDOT would require the City to produce a document showing the business interest (ie. contract, lease agreement, etc.)
      - 1. Sometimes cart-before-the-horse stuff but these things can be conditioned to protect the City's interests and the interested party.

Hope this helps,

**TODD N. ZIMMERMAN, P.E.**  
PRINCIPAL



**From:** Wes Teel  
**Sent:** Friday, December 04, 2015 3:36 PM  
**To:** Maria Sutherland  
**Cc:** Todd Zimmerman  
**Subject:** FW: Avon Park Executive Airport T-Hangar Scope and Fee (FDOT FM # 433636-1-94-01)

Maria,

We are updating our production schedules for design. As part of the production schedule review, I would like to follow up on the attached Task Authorization for the new 10-unit T-hangars which was reviewed and approved by FDOT and forwarded to you by Wendy Sands back in September. Please let me know of the status.

Kindest Regards,

Wes

**WES TEEL**  
PROJECT MANAGER



1000 LEGION PLACE, SUITE 1285  
ORLANDO, FL 32801  
PHONE: (407) 480-3553  
FAX: (407) 781-5415  
CELL: (407) 484-3018  
[www.AmHerst-Consulting.com](http://www.AmHerst-Consulting.com)

**From:** Sands, Wendy [<mailto:Wendy.Sands@dot.state.fl.us>]  
**Sent:** Wednesday, September 02, 2015 4:06 PM  
**To:** Maria Sutherland

**Cc:** Wes Teel; Smith, Kristi

**Subject:** FW: Avon Park Executive Airport T-Hangar Scope and Fee (FDOT FM # 433636-1-94-01)

Maria,

Because the policy below is going to cause significant delays in the movement of this project and given the timing of the policy in relation to the project, we are waiving the requirement to use a different firm for CEI work.

The attached third party agreement is approved.

Thanks,

Wendy

**From:** Sands, Wendy

**Sent:** Wednesday, August 05, 2015 4:50 PM

**To:** 'Wes Teel'; Maria Sutherland

**Subject:** FW: Avon Park Executive Airport T-Hangar Scope and Fee (FDOT FM # 433636-1-94-01)

Maria/Wes,

The design consultant cannot also oversee the construction administration phase on FDOT participating projects anymore, so you will need to ensure that you have more than one consultant firm on contract that you can use.

Also, the CCNA statute specifies that projects with an estimated construction phase in excess of \$2M cannot be performed using a continuing contract, so if the construction is over \$2M, both design and construction consulting work have to be bid out separately and be specific to the project.

Thanks,

Wendy

**From:** Wes Teel [<mailto:Wes.Teel@AmHerst-Consulting.com>]

**Sent:** Monday, July 13, 2015 8:56 AM

**To:** Sands, Wendy

**Subject:** Avon Park Executive Airport T-Hangar Scope and Fee (FDOT FM # 433636-1-94-01)

Wendy,

Please find attached for FDOT review and approval, a proposed scope and fee for the 10-Unit T-hangar project at Avon Park Executive Airport (FDOT FM # 433636-1-94-01).

Some preliminary work for the proposed T-hangars has already been accomplished at no cost to the project. Currently, there is an on-going FEMA funded project to construct a large drainage pond. Dirt from the excavation of the pond has been placed in the area where the T-hangars will be built, which required the elevation be brought up to match the other existing T-hangar finished floor elevations.

Best Regards,

Wes

**WES TEEL**  
**PROJECT MANAGER**



**1000 LEGION PLACE, SUITE 1285**  
**ORLANDO, FL 32801**  
**PHONE: (407) 480-3553**  
**FAX: (407) 781-5415**  
**CELL: (407) 484-3018**  
[www.AmHerst-Consulting.com](http://www.AmHerst-Consulting.com)



**TASK AUTHORIZATION NO. 4**  
TO THE GENERAL CONSULTING AGREEMENT DATED SEPTEMBER 8, 2014

AMENDMENT NO.: \_\_\_\_\_

POC NO.: 14060.04

DATE: \_\_\_\_\_

CLIENT P.O. NO.: \_\_\_\_\_

CLIENT:

City of Avon Park  
100 East Main Street  
Avon Park, Florida 33825

CONSULTANT:

AmHerst Consulting Company, LLC  
1000 Legion Place, Suite 1285  
Orlando, Florida 32801

The Consultant, AmHerst Consulting Company, LLC (AHC) is a Corporation authorized to do business in the state of Florida with offices located at the address listed above. As part of this Task Authorization, AHC will furnish the following:

**Consulting Services in connection with a project identified as NEW 10-UNIT T-HANGAR at the Avon Park Executive Airport.**

The **Not-to-Exceed** cost of this Task Authorization is **\$127,072.00**. Consultant services and associated task fees are identified in Attachment No. 1 and Attachment No. 2. Payment is due within 15 days of receipt and approval of invoice.

*Client Concurrence:*

**CITY OF AVON PARK, FLORIDA**

*Consultant Concurrence:*

**AMHERST CONSULTING COMPANY, LLC**

BY: \_\_\_\_\_

Authorized Signature

Sharon Schuler

Printed Name

Mayor

Title

BY: \_\_\_\_\_

Authorized Signature

Todd N. Zimmerman, PE

Printed Name

Principal

Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TASK AUTHORIZATION NO. 4  
TO THE CONTRACT FOR  
GENERAL CONSULTING SERVICES  
BETWEEN THE  
CITY OF AVON PARK  
AND  
AMHERST CONSULTING COMPANY**

**CONSTRUCT NEW 10-UNIT T-HANGAR**

**FDOT FM NUMBER: 433636-1-94-01**

## ATTACHMENT NO. 1

### SCOPE OF SERVICES

---

The following entities are referred to hereafter:

CITY (Client and Owner-City of Avon Park)  
CONSULTANT (Vendor-AmHerst Consulting Company, LLC)  
FAA (Federal Aviation Administration)  
FDOT (Florida Department of Transportation-Aviation Division)  
AVO (Avon Park Executive Airport)

### PROJECT DESCRIPTION

The work associated with the PROJECT is described as:

#### **DESIGN NEW 10-UNIT T-HANGAR**

This project will consist of the design, bidding and construction of a new 10-unit T-hangar to be located on the east side of the airfield. Also included in the project will be taxilanes on each side of the hangar, asphalt turn-ins for each hangar bay, electrical, and drainage.

This hangar will replace an existing 10-unit T-hangar located on the west side of the Terminal Building aircraft parking ramp. Once the new hangar is built the existing hangar will be demolished as part of this project.

### OVERVIEW OF PROFESSIONAL SERVICES

In general, the professional services to be performed under this Task Authorization include:

- Inventory and preliminary investigation
- Pre-design surveys and topographic mapping
- Pre-design geotechnical investigation
- Opinion of probable construction cost
- Development of Plans and Project Manual
- Bidding phase services
- Construction phase services
- Special Services

### PHASES

In accordance with FAA AC 150/5100-14D, work under this Task Authorization is divided into Basic Services and Special Services. Additional Services include circumstances that may arise and are beyond the control of the CONSULTANT.

## **BASIC SERVICES**

### ***Preliminary Design Phase Services***

- **Project Initiation/Coordination**  
Review record drawings, interview CITY staff, visit the site and conduct a field analysis of the existing conditions pertinent to the PROJECT; prepare for and attend one kick-off meeting with CITY and others as deemed appropriate by the CITY; review scope of work and schedule; establish billing and reporting procedures; establish lines of communication, etc.
- **Develop Subconsultant Agreements**  
Coordinate the Subconsultant(s) on each subconsultant task.
- **Preliminary Investigation**  
Coordinate Predesign Geotechnical Investigation, Topographic Survey Requirements, Existing Drainage Conditions, and monitor the field activity of each.
- **Analyze Geotechnical Report, Survey Data, Existing Drainage and Electrical Conditions.**  
Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate the existing topographical and drainage features. Determine existing electrical conditions and routing within PROJECT limits.
- **Define Pavement Design Parameters**  
Review the Master Plan, Airport Layout Plan, and the geotechnical exploration report for this PROJECT and summarize the pavement design parameters. Coordinate the results with the CITY.
- **Develop Pavement Design**  
Based on existing soils and materials conditions and consideration of the loading of the design aircraft, assess most technically and economically appropriate alternative.
- **Coordinate Project Layout & Preliminary Phasing Plans**  
Prepare project layout and phasing plans for the PROJECT on base map at appropriate scale showing location of work and project construction limits, and identify all pertinent existing facilities both within and immediately adjacent to construction limits as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction. Incorporate comments and directions from Owner obtained during the predesign conference into plans.
- **Predesign Conference**  
Prepare for, attend and conduct one predesign conference to outline the PROJECT and answer questions from interested parties. The CONSULTANT will prepare minutes of the predesign conference.

### ***Final Design Phase Services***

- Coordination of the Results of the Predesign Conference

Review the predesign conference comments with the design team and coordinate necessary action with the CITY.

- Prepare Final Opinion of Probable Construction Cost
- 100% QA/QC Review

Prepare 100% review set of plans and project manual, perform final quality assurance / quality control review prior to finalizing 100% plans for submittal to Owner.

- 100% Plans and Project Manual

Complete plan set to include, at minimum:

COVER SHEET, SUMMARY OF QUANTITIES & INDEX OF DRAWINGS (1)  
BID SCHEDULE LAYOUT PLAN (1)  
SITE INFORMATION AND CODE SUMMARY (1)  
GENERAL CONTRACT NOTES (1)  
OVERALL SITE PLAN (1)  
PHASING PLAN AND NOTES (1)  
SAFETY PLAN AND NOTES (2)  
EXISTING CONDITIONS (1)  
CLEARING, GRUBBING AND DEMOLITION PLANS (2)  
TYPICAL PAVEMENT SECTION DETAILS AND NOTES (1)  
PAVING AND GEOMETRY PLANS (1)  
PAVEMENT DETAILS (1)  
GRADING AND DRAINAGE PLANS (1)  
DRAINAGE DETAILS (1)  
UTILITY PLAN (1)  
EROSION CONTROL PLAN (1)  
EROSION CONTROL DETAILS (1)  
PAVEMENT MARKING LAYOUT PLAN, DETAILS AND NOTES (1)

for an estimated total of **20 Sheets** per plan set. Slight variation may occur to this list depending upon the scale chosen by the CONSULTANT.

Complete the project manual:

FAA/FDOT Standard Specifications (latest edition at the time of execution of this Task Authorization) will be used as a basis in the preparation of the technical specifications for the PROJECT. CONSULTANT may make modification(s) to these standards provided the changes are approved by CITY and FDOT. A performance specification will be developed for the design and installation of the T-Hangars by the contractor. CITY will be responsible for approving the Project Manual prior to the coordination of Issued for Bid documents.

### ***Bidding Phase Services***

- Bidding Assistance

Assist CITY in advertising and obtaining bids for the prime contract(s) for construction, materials, equipment and services. CONSULTANT will issue bidding and contract documents to all prospective bidders and maintain current a list of plan holders. A non-refundable fee will be charged to prospective bidders by CONSULTANT.

- Pre-bid Conference

Prepare for and attend one pre-bid conference in conjunction with CITY staff to outline the project and answer questions from interested contractors.

- Respond to Bidder's Inquiries

Assist CITY in preparing addenda as appropriate to interpret, clarify or expand the Bidding Documents within the bid period and upon approval by the CITY, issue addenda.

- Evaluate Bids and Recommend Award

Prepare bid tabulation summary and assist the CITY in evaluating bids or proposals and in assembling contracts for construction, materials, equipment and services. Provide written recommendations to the CITY for the award of construction contract to the lowest responsible bidder.

### ***Construction Phase Services***

- Prepare Construction Contract and Notices

Assist the CITY in preparation of the contract with the successful bidder; coordinate review with the CITY's legal counsel. It is anticipated that one (1) construction contract will be awarded. Notices of Intent to Award, Procure and Proceed will be prepared and coordinated with the CITY and the selected contractor.

- Conduct Pre-Construction Conference

Prepare for, attend and conduct one pre-construction conference with the successful contractor, CITY, FAA, FDOT, and airport users to discuss in detail the requirements and responsibilities for items such as the contractor's responsibility for shop drawing submittal and safety, etc. CONSULTANT will prepare the minutes of the pre-construction conference and distribute to the list of attendees.

- Office Support

Provide office support during construction. Set up files, prepare correspondence, prepare change orders, review daily construction reports, review material test reports, and coordinate efforts with the selected contractor.

- Shop Drawings

Receive shop drawings from the selected contractor. Determine conformance with the design concept of the Project and information given in the technical specifications. Determine the acceptability, subject to CITY and FDOT approval, of substitute materials and equipment proposed by the contractor and receive and review (for general content as required by the specifications) maintenance and operation instruction, schedules, guarantees, and certificates of inspection which are to be assembled by the contractor in accordance with the contract documents. CONSULTANT shall provide a copy of all approved submittals to CITY. CONSULTANT will develop and maintain logs of submittals and track through satisfactory compliance with the contract documents.

- Milestone Site Visits/Construction Meetings

Site visits by the CONSULTANT will provide four (4) site visits during construction and one (1) Final Inspection as specified below (Perform Final Inspection of the Completed Project).

- Respond to Request For Information (RFI)

Issue necessary interpretations and clarifications to the contract documents as may be required. Questions that may arise will be in the form of RFI's from the contractor to the CONSULTANT. CONSULTANT will review the requests and inform CITY of the nature of request and proposed response. CITY will review and advise CONSULTANT of any changes to the response. CONSULTANT will issue final response to the contractors.

- Change Orders

Review and evaluate proposals and prepare change orders as required and as may be initiated or recommended by the CITY, CONSULTANT, or the selected contractor.

- Review Contractor's Applications for Payment

Review the contractor(s) applications for payment and accompanying data and schedules. Based on on-site observations as a professional, experienced and qualified in construction observation, CONSULTANT shall determine the amount owing to the contractor and recommend in writing, payments to the contractor in such amounts; such recommendations of payment will constitute a representation to the CITY based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. CONSULTANT will review requests for payment for materials stored and monthly submittals of releases of liens, but will not be deemed to have represented that he has made examination to determine how or for what purposes the contractor has used the monies on account of the Contract Price, or that title to any of the contractor's work, materials or equipment has passed to the CITY free and clear of any lien, claims, security interests and encumbrances.

- Perform Final Inspection of the Completed Project

Attend one (1) Final Inspection meeting and prepare a summary report/brief of the contractor's work.

- Contractor's Closeout/Final Payment

Ensure the contractor has met all obligations prior to final payment (retainage release). Also, CONSULTANT will ensure that the contractor follows closeout procedures in strict accordance with the contract documents.

- Permitting/Agency Statement of Completion

CONSULTANT shall prepare and submit any required documents to the appropriate agencies indicating completion of the work.

## **SPECIAL SERVICES**

### ***Pre-design Topographical Surveys***

Pre-design topographical surveys will include establishing horizontal and vertical control, detailing existing conditions, identifying drainage and airfield electrical conditions in support of design related tasks.

### ***Pre-design Geotechnical Investigation***

A detailed geotechnical investigation will be performed to collect subsoil information for the design of the project. SPT borings to a depth of 10 feet will be performed and will include pavement cores in adjacent paved areas. Information collected will include existing pavement section dimensions, estimated seasonal high groundwater elevations, and CBR tests. Field and laboratory soil testing data and results will be issued in a Geotechnical Report.

### ***Grant Administration/Budget Tracking – Design***

The CONSULTANT will assist the CITY with tracking of the budget and updating estimates to complete the project on a monthly basis.

### ***SWFWMD Permitting/Agency Coordination***

The CONSULTANT will prepare and submit the required SWFWMD stormwater permit application and coordinate with the agency through the CITY's receipt of a permit.

### ***OE/AAA Filing***

Submit a 7460-1, Notice of Proposed Construction or Alteration, case application for the PROJECT online through the OE/AAA website for FAA review.

### ***RPR Services***

Resident Project Representative (RPR) Services will consist of providing a PART-TIME RPR for the duration of the construction of the Project, including lead and lag time for Project start-up and closeout purposes. A specific breakdown of these costs is shown as a supplemental attachment to the Professional Services Fee Breakdown.

- Review the Contract Drawings and Technical Specifications to the extent necessary to become familiar with the Project requirements and to understand the design intent.
- Meet with the CITY to coordinate the construction of the Project.
- Become familiar with the contractor's construction work schedule that identifies the various items of work required to complete the Project.
- Attend pre-construction conference.
- Review and become familiar with contractor's approved quality control plan (if required) for P-401 (or equivalent) bituminous pavement and P-501 Portland Concrete Cement testing requirements.
- Review and become familiar with the acceptance testing requirements for various phases of work.

- Monitor performance of the contractor and require correction of work that does not meet plans and specifications.
- Determine test sites, and coordinate and monitor testing.
- Interpret plans and specifications.
- Resolve minor field problems.
- Maintain Project records.
- Review and approve requests for payment to the contractor. CONSULTANT will provide written recommendation to CITY for pay application processing.
- Conduct periodic "threshold" construction observations.
- Maintain a Project log to correspond with construction observations.
- Maintain up-to-date records on quantities of work performed and quantities of materials in place.
- Review payrolls and, through interviews with work force, determine if correct wages are being paid.
- Conduct final walk-through and assist in the preparation of a final "punch list".
- Attend construction meetings.

***Project Closeout Documentation***

The CONSULTANT will prepare project closeout documentation for the purposes of closing out the Joint Participation Agreement (JPA) between the CITY and FDOT. Documentation shall be those as identified in Exhibit "C" to the JPA (FM No. 433636-1-94-01).

***Record Drawings***

The CONSULTANT shall develop record drawings for the completed Project.

## **ADDITIONAL SERVICES**

When required by the CITY or the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require, additional services of the types previously described. These services are not included as part of Basic or Special Services. CONSULTANT shall advise CITY promptly prior to starting any such Additional Services which will be paid for by CITY in accordance with the Task Authorization or Amendment thereto.

- Services in connection with work directive changes and change orders requested by CITY not covered by the Basic or Special Services.
- Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the award of the construction contract(s) in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
- Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction (2) a significant amount of defective or neglected work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.
- Services resulting from revisions and rebidding should the CITY reject bids.
- Preparation of modifications to the PROJECT requested by permitting agencies.
- Threatened or Endangered Species permitting/investigation.
- Environmental Mitigation.

## **DBE GOAL**

A specific DEB goal has not been established. However, CONSULTANT will make a good faith effort to utilize Disadvantaged Business Enterprises on this PROJECT.

## **QUANTITIES AND PROBABLE COST ESTIMATES**

- The CONSULTANT shall develop estimates of quantities of the various items required for the construction of the PROJECT.

## **BASIC ASSUMPTIONS**

The following is a list of assumptions which forms the basis of CONSULTANT'S cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal and corresponding contract addendum.

- In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing CONSULTANT'S selected format.
- All construction drawings will be 11" x 17" or 22" x 34" and will be created in AutoCAD.
- Specifications, reports and other word processing letters/memorandums/reports, etc. shall be

created in Microsoft Word.

- CONSULTANT'S Project Manager and Project Engineer, as necessary, will attend the following PROJECT meetings during the course of performance of this Task Authorization. These meetings will be held at the Airport or CITY Hall and include:

- (1) Pre-Bid Meetings
- (1) Pre-construction Conference
- (4) Site visits during construction
- (1) Final Inspection

- All data collection efforts (survey, geotechnical, etc.) requiring CONSULTANT or its subconsultant's personnel to be within the safety areas of runways or taxiways will be performed during daylight hours with the appropriate runway closed unless otherwise directed by the CITY.
- All as-built drawings necessary for the development of the base plans for the PROJECT will be compiled and provided to CONSULTANT by CITY.
- The work shall be completed in accordance with the schedule provided during PROJECT Initiation (Preliminary Design Phase). Failure of the CITY and/or FDOT to meet the deliverable dates for provision of review comments may be justification for obtaining schedule extensions.
- CONSULTANT will transmit 100% review submissions to the CITY and each submission shall be limited to 1 set (1 set equals the construction contract documents). Drawings will be blacklines.
- All permits required as a result of this project other than mentioned herein shall be identified by the CONSULTANT in the contract documents and shall be obtained by either the CITY or the successful Contractor as appropriate prior to the beginning of the construction of the PROJECT.
- All of the work in this PROJECT will be developed into one bid package as identified in the Project Description section.
- At this time, it is understood that an Environmental Assessment is not required for the PROJECT.
- At this time, it is understood that permitting for Threatened or Endangered Species is not required for the PROJECT.

### **CITY'S RESPONSIBILITIES**

CITY shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- Designate a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to the CONSULTANT's services for the PROJECT.
- Provide all criteria and full information as to CITY's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the Drawings and Specifications.
- Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the

following:

- the data prepared by or service of others, including without limitation borings, probings and subsurface explorations, laboratory tests and inspections of pavement samples, materials and equipment;
- pertinent electrical information;
- property, boundary, easement, right-of-way, topographic and utility surveys;
- other pertinent documents; and
- appropriate professional interpretations of all of the foregoing

all of which CONSULTANT may use and rely upon in performing services under this Agreement.

- The CITY will be responsible for stormwater management application fees at the time of submission of the permit as necessary.

### **PERIODS OF SERVICE**

The provisions of the Task Authorization and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Task Authorization have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion of the design. CONSULTANT's obligation to render services herein will extend for a period which may reasonably be required for the design of the PROJECT including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in this Task Authorization and if such dates are exceeded by six months through no fault of CONSULTANT or schedules are accelerated at CITY's request, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

### **END OF WRITTEN SCOPE OF SERVICES**

## ATTACHMENT NO. 2

### FEE BREAKDOWN

#### SUMMARY OF DESIGN THROUGH CONSTRUCTION PHASE SERVICES

##### Engineering Costs

###### Basic Services

B1	Design Phase Services	
B2	Bidding Phase Services	\$32,750
B3	Construction Phase Services	\$95,210
		<u>\$22,030</u>
	<b>Subtotal Basic Services Costs</b>	<b>\$65,473</b>

###### Special Services

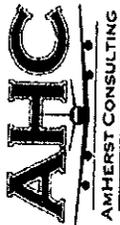
S1	Predesign Topographical Surveys*	\$2,185
S2	Predesign Geotechnical Investigation*	\$4,960
S3	Grant Administration/Budget Tracking	\$2,828
S4	SWFWMD Permitting/Agency Coordination*	\$15,926
S5	OE/AAA Filing	\$340
S6	RPR Services (separate attachment)	\$32,560
S7	Project Closeout	\$1,360
S8	Record Drawings	<u>\$1,440</u>
	<b>Subtotal Special Services Costs</b>	<b>\$61,599</b>

**TOTAL NOT-TO-EXCEED FEES FOR SERVICES UNDER THIS AGREEMENT \$127,072**

\* Denotes subconsultant activities within all or part of service

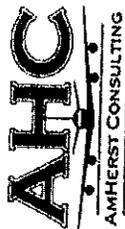
B = Basic Service

S = Special Service



**AmHerst Consulting Company**  
**Professional Services Fee Breakdown**  
**Avon Park Executive Airport - New 10-Unit T-Hangar**  
**Design, Bidding & Construction Phases**  
**Basic & Special Services**

ITEM	DESCRIPTION	Hourly Breakdown					Total Hours	Total Labor Cost	Total Expenses	Total Sub Cost	Total Cost
		Principal \$235.00	Project Manager \$170.00	Senior Engineer \$150.00	Senior Designer \$100.00	Clerical/ Admin Asst. \$53.00					
B1	<b>Design Phase Services</b>										
	Project Initiation/Coordination	1	8	2			11	\$1,895.00	\$150.00		
	Develop Subcontract Agreements	1	4		2		7	\$1,021.00			
	Preliminary Investigation		8				8	\$2,160.00			
	Analyze Geotechnical Report, Survey Data, Existing Drainage & Electrical		4	4	3		16	\$1,280.00			
	Define Pavement Design Parameters		2	4			6	\$940.00			
	Develop Pavement Design		2	4			6	\$940.00			
	Coordinate Project Layout & Preliminary Phasing Plans		8	4	3		16	\$2,160.00			
	Opinion of Probable Construction Costs	1	4	2			7	\$1,215.00			
	100% O&MOC Review	2	4	4			10	\$1,750.00			
	100% Plans and Project Manual	1	24	40	80		153	\$18,739.00	\$500.00		
	Subtotals	6	68	60	86	10	240	\$32,100.00	\$650.00	\$0.00	\$32,750.00
	Item Totals	\$14,10.00	\$11,560.00	\$9,000.00	\$9,600.00	\$530.00					
B2	<b>Bidding Phase Services</b>										
	Bidding Assistance		8	8	3		26	\$3,486.00			
	Prebid Conference		12	6		2	20	\$3,046.00	\$150.00		
	Respond to Bidder's Inquiries		4	4			8	\$1,280.00			
	Evaluate Bids and Recommend Award	1	8	6		2	17	\$2,601.00	\$150.00		
	Subtotals	1	32	24	8	6	71	\$10,393.00	\$300.00	\$0.00	\$10,693.00
	Item Totals	\$235.00	\$5,440.00	\$3,600.00	\$800.00	\$318.00					
B3	<b>Construction Phase Services</b>										
	Prepare Construction Contract and Notices		4				4	\$680.00			
	Prepare for Attend and Conduct Preconstruction Conference		8				8	\$1,390.00	\$150.00		
	Office Support	2	24	12	3	10	56	\$7,680.00			
	Shop Drawings		2	8			10	\$1,540.00			
	Site Visits/Construction Meetings (4)		24	8			24	\$4,080.00	\$600.00		
	Interpret Plans/Request For Information (RFI)		3	6			9	\$1,410.00			
	Change Orders		6				6	\$1,020.00			
	Review Contractor's Applications for Payment		6				6	\$1,020.00			
	Perform Final Inspection of the Completed Project		8				8	\$1,390.00	\$150.00		
	Contractor's Closeout/Final Payment		4				4	\$680.00			
	SWIFWMD Statement of Completion			2			2	\$300.00			
	Subtotals	2	89	28	8	10	137	\$21,130.00	\$900.00	\$0.00	\$22,030.00
	Item Totals	\$470.00	\$15,130.00	\$4,200.00	\$800.00	\$530.00					
	<b>Subtotal Basic Services</b>						448	\$63,623.00	\$1,850.00	\$0.00	\$65,473.00



**AmHerst Consulting Company**  
**Professional Services Fee Breakdown**  
**Avon Park Executive Airport - New 10-Unit T-Hangar**  
**Design, Bidding & Construction Phases**  
**Basic & Special Services**

ITEM	DESCRIPTION	Hourly Breakdown							Total Hours	Total Labor Cost	Total Expenses	Total Sub Cost	Total Cost	
		Principal \$235.00	Project Manager \$170.00	Senior Engineer \$150.00	Senior Designer \$100.00	Clerical/ Admin Ass. \$53.00	Senior Designer \$100.00	Senior Engineer \$150.00						
<b>SPECIAL SERVICES</b>														
S1	Pre-design Topographical Survey													
	Item Totals	\$0.00	8	\$1,360.00	2	\$300.00	\$0.00	\$0.00	10	\$1,660.00	\$525.00	\$2,185.00		
S2	Pre-design Geotechnical Investigation*													
	Item Totals	\$0.00	8	\$1,360.00	4	\$600.00	\$0.00	\$0.00	12	\$1,960.00	\$0.00	\$4,960.00		
S3	Grant Administration/Budget Tracking													
	Item Totals	\$470.00	2	\$2,040.00	12	\$0.00	\$0.00	\$318.00	20	\$2,828.00		\$2,828.00		
S4	SWFWMD Permitting / Agency Coordination*													
	Item Totals	\$0.00	16	\$2,720.00	8	\$1,200.00	\$0.00	\$106.00	26	\$4,026.00	\$300.00	\$11,800.00	\$15,926.00	
S5	OE/AAA Filing													
	Item Totals	\$0.00	2	\$340.00	2	\$0.00	\$0.00	\$0.00	2	\$340.00		\$340.00		
S6	RPR Services (separate attachment)													
	Item Totals	\$0.00	8	\$0.00	8	\$0.00	\$0.00	\$0.00	8	\$0.00	\$4,720.00	\$27,840.00	\$32,560.00	
S7	Project Closeout													
	Item Totals	\$0.00	2	\$340.00	2	\$300.00	\$60.00	\$0.00	10	\$1,240.00	\$200.00	\$1,440.00		
S8	Record Drawings													
	Item Totals	\$0.00	2	\$340.00	2	\$300.00	\$60.00	\$0.00	10	\$1,240.00	\$200.00	\$1,440.00		
									<b>Subtotal Special Services</b>	<b>88</b>	<b>\$13,414.00</b>	<b>\$5,720.00</b>	<b>\$42,965.00</b>	<b>\$61,598.00</b>
									<b>Total Project Services</b>	<b>936</b>	<b>\$77,037.00</b>	<b>\$7,070.00</b>	<b>\$42,965.00</b>	<b>\$127,072.00</b>

\* Denotes subconsultant activities within all or part of service

**E-17**

**Bonnie Barwick**

---

**From:** Julian Deleon  
**Sent:** Tuesday, April 19, 2016 2:54 PM  
**To:** Bonnie Barwick  
**Subject:** Agenda Item

Bonnie,

This agenda item is titled: "CEI Inspections for CDBG Southside Streetscape"

Attached, we have two proposals for firms under contract to the City:

1. Cool and Cobb Engineering \$11,500
2. Polston Engineering \$8,000\* Estimated

It is up to the Council to select and Engineer CEI to oversee this work.

Julian

April 13, 2016

Mr. Julian DeLeon  
City of Avon Park  
110 East Main Street  
Avon Park, FL 33825

RE: South Delaney Avenue & East Hal McRae Boulevard  
Streetscape Improvements Construction Management

Dear Mr. DeLeon:

Cool and Cobb Engineering Company is pleased to submit this Proposal to the City of Avon Park for the proposed Streetscape Improvements for the area noted below in accordance with the 2011 existing Continuing Contract Services Agreement. Our proposed scope of services includes the following areas:

South Delaney Avenue from East Green Street to Fred Conner Street and East Hal McRae Boulevard from South Verona Avenue to South Carolina Avenue.

The Proposal includes the following items:

Construction Management of the Project that includes the following:

- a. Daily inspections of work activities while the work is taking place.
- b. Monthly meetings with the Contractor and Community Citizens to continue with the coordination of the Project.
- c. Monthly reviews of all Pay Applications and recommendations to the City on payments that are due to the Contractor.
- d. Review and approval of all shop drawings submitted.
- e. Review and coordination of lab testing of materials for the Project.
- f. As-Built certification from the survey data submitted by the Contractor.

All engineering work will be done by Carl Cool, P.E. as was done on the Avon Park Airport Project.

This Proposal does not include the following:

- 1) Testing of Materials on the Project
- 2) Permitting or Impact Fees
- 3) Survey stake-out and As-Built costs
- 4) Any future redesigns of the Project

Our Proposed Lump Sum Price for this project is \$11,500.00.

If this Proposal is acceptable to the City, please contact me at the number listed below or via email.

Sincerely,



Carl E. Cool, P.E.  
Professional Engineer

Carl E. Cool, P.E.  
203 W. Main Street  
Avon Park, FL 33825  
Fla. License No. 16921  
(863) 657-2323  
Fax: (863) 657-2324  
Email: carl@coolandcobb.com



E 17

LAND PLANNING  
SITE DESIGN  
SOIL SCIENCE  
ROAD DESIGN  
WATER SYSTEM DESIGN  
WASTE WATER DESIGN

**P.O. BOX 588, SEBRING, FLORIDA 33871-0588 \* (863) 385-5564 \* FAX (863) 385-2462**

April 19, 2016

Mr. Julian Deleon, P.E., City Manager  
City of Avon Park  
110 E. Main Street  
Avon Park, FL 33825

Re: City of Avon Park CRA CDBG Streetscape Improvements  
Hal McRae Blvd. and S. Delaney Avenue

Dear Julian,

Polston Engineering, Inc. proposes to provide the civil engineering construction inspection services for the City of Avon Park CRA CDBG Streetscape Improvements on Hal McRae Blvd. and S. Delaney Avenue for \$8,000.00. We estimate it will require an average of three to four hours per week of our time over the specified 160 calendar day contract period. That time will vary from week to week with the contractor's work schedule. Any meetings and update memos needed to report progress are included. We will review the Geo-tech reports and asbuilts but the cost of the Geo-tech work, lab work, surveying or asbuilts is not included in our services or fees.

Thank you for considering Polston Engineering, Inc. If you have any questions or need any additional information, please let me know.

Sincerely,

Roger Dale Polston, FL PE #33222  
Polston Engineering, Inc. BPE CA #5684