



CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL REGULAR MEETING

City Council Chamber

123 E Pine St

Avon Park, FL

May 23, 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 May 9, 2016, Regular City Council meeting
11. Approval of two utility fund budget adjustments.
12. Approval for Road Closures for Jaycee's 4th of July Fireworks
13. Approval for reappointment to the following boards
 1. **Planning and Zoning**

Jean Jordon	06/23/2019
Rebecca Jaramillo	06/23/2019
Jason Miller	06/23/2019
Roger Gurganus	06/23/2019
 2. **Southside CRA Board**

Gerald Snell	06/23/2019
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 3. **Airport CRA Board**

Bill Sager	06/23/2020
Walt Pierce	06/23/2020
Bill Jarrett	06/23/2020
Jim Renfro	06/23/2020

D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

E. ADMINISTRATIVE:

14. Discussion of Event Ordinances (Changes, Jason Lister)
15. Discussion on Lake Verona Water Quality
16. Ordinance 18-16 Expanding Magistrate Powers to include LDR Violations
First Reading
17. Mrs. Bagwell to rent MLK Complex June, 25, 216

18 Ordinance 13-16, Annexation of 10 parcels.

First Reading

19. Auditor contract

20. Investigator Contract

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

**CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
May 9, 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, City Attorney Gerald Buhr, Labor Attorney Brian Koji, Members of the press and audience.

Mayor Sharon Schuler called the meeting to order at 6:15 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

B-6 Proclamation for Tobacco Free Florida Week: Avon Park High school:

Public Safety Director Jason Lister read the Proclamation into the record. There were members from Sebring High School, Avon Park High School and Avon Park Middle School present and explained what the Proclamation for Tobacco Free Florida Week was all about.

Motion by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve the Proclamation as read naming May 8 thru the 14th as Tobacco Free Florida Week. Motion passed unanimously.

B-7 Motion to declare National Police Week in accordance with the Sheriff's request:

Motion by Councilman Parke Sutherland, Seconded by Deputy Mayor Giles to declare May 15th through May 21st as National Police Week. Motion passed unanimously.

B-8 Proclamation for Community Action: Al Miller spoke to the Council regarding what the Community Action was all about.

City Manager Julian Deleon read the Proclamation into the record. **Motion** by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to approve the Proclamation as read declaring May 2016 as Community Action Month. Motion passed unanimously.

Consent Agenda:

C 10 Approve Minutes of April 25, 2016 Regular City Council Meeting

C 11 Appointment of Streets and Sanitation Superintendent Donald Gordon to act as the City's Representative for the County RPAC and Heartland TPO.

C 12 Appointment of Jason Lister, Public Service Director, to act as the City's Representative on the County's LMS Board.

Motion by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve consent agenda as presented. Motion passed unanimously.

D 13 Settlement of liens 1477 Melrose Dr.

City Manager Julian Deleon introduced Attorney David Lanier as the Representative for the owner of 1477 Melrose Dr. City Attorney Gerald Buhr explained that he had drafted an agreement with the

owner in the amount of \$2,000.00. He also stated that the Personal Representative would have to sign the agreement before the City could sign it. Attorney David Lanier said he had spoken to the owner and they agreed to sign anything that he agreed to. **Motion** Councilman Parke Sutherland; Seconded by Councilman Terry Heston to approve the agreement, one the personal representative had signed it. Motion passed unanimously.

City Manager Julian Deleon asked the Council to move ahead to E 22 on the Agenda

E22 Ordinance 16-16 Text Amendment to The Avon Park Unified Land Development Code.

First Reading.

Jennifer Codo-Salisbury from the Central Florida Regional Planning Council presented Ordinance 16-16. City Attorney Gerald Buhr read the Title of Ordinance 16-16 into the record. **Motion** by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve 1st reading of Ordinance 16-16 as read. Motion passed unanimously.

E 23 Community Center Sign Change. City Manager Julian Deleon showed an overview of the Community Center Sign, HCA presented a picture of the sign they wanted the sign to look like. Fred Levett HCA spoke to the Council regarding the sign change. He stated that he had presented the change to Maria Sutherland. He stated that the sign had been ordered. Mayor Sharon Schuler asked him if had gone before the City Council to have the sign changed. The Council was concerned that it had not been brought before the City Council. The Council discussed how the sign was made, that the Community Center was on the bottom in small letters. The Council agreed that it is fine to be mentioned on the sign, but it should have Community Center as the main and then HCA also mentioned. He stated that the HCA was opening on May 18, 2016. It was agreed by the Council that the HCA should reconsider the sign and make another presentation to the City Council. There was no motion to approve the changing the sign.

D 14 Attorney discussion re: public assembly events: City Attorney Gerald Buhr explained that he had prepared a draft ordinance to give the Council to look over regarding public assembly events. He asked that the Council read over it and bring it back to the next Council Meeting suggestions on the ordinance.

D 15 Attorney Evaluation and selection of private investigator. Attorney Gerald Buhr had brought to the Council a list of Investigators. It was discussed among the Council how to choose one of the investigators. It was discussed how they would go about making sure that anybody that was questioned would tell the truth. Members of the audience spoke both for and against an investigation. The Mayor stated that she wanted her name cleared, because she did not use the "N" word. City Attorney Gerald Buhr stated that he was trying to keep it under \$20,000.00, if it was more than that, then it would have to go out for bids. City Manager, Julian Deleon stated that the whole problem could be solved if they could locate the lost SD card. After some more discussion, **Motion** made by Deputy Mayor Giles, Seconded by Councilman Terry Heston to have the City Attorney contact Roy J. Pierce, to get a scope and price that could investigate the complaint, Motion passed unanimously.

City Manager Julian Deleon spoke to the Council all the projects that were going on around town. How Donaldson Park, the Community Center, and other parks around town had been improved. He stated that we were putting infrastructure back into the City. Playgrounds around town had new

mulch. He showed an overview of Donaldson Park, and the Community Center. He explained that all new appliances in the kitchen.

E-16 Ordinance 14-16 for setting of Septage Rates and Special Waste. 2nd reading with Public Hearing.

City Attorney read the title of Ordinance 14-16 into the record. Mayor Sharon Schuler opened the public hearing. Seeing no show of hands, she closed the public hearing. **Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles, to approve 2nd reading of Ordinance 14-16 as read. Motion passed unanimously.

E 17 Inter local agreement with Highlands County for improvements to Durrah- Martin Sports Complex.

City Attorney Gerald Buhr objected to Paragraph 4. Efreem Gibson addressed the Council regarding the Girls Soft Ball League. He was instructed to give his phone number to the City Manager and he would set up a meeting with Jesse Alvarez and himself to address his concerns.

Motion made by Councilman Parke Sutherland, Seconded by Terry Heston to approve the Inter Local agreement with Highlands County for improvement to Durrah-Martin Sports Complex. Motion passed unanimously.

E 18 Inter local agreement with Highlands County and the Municipalities for the purpose of division and distribution of the proceeds of the six cent local option fuel tax.

City Manager Julian Deleon stated that Avon Park would receive 9.40229% of the proceeds, Sebring would receive 8, 23823% of the proceeds, Lake Placid would receive 2, 01211% of the proceeds, and the County would receive 81, 34737%. He brought it to the attention of the Council that Avon Park would be getting a small amount more than Sebring. **Motion** made by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to approve the Inter local agreement with Highlands County. Motion passed unanimously.

E 19 Discussion of Brickell Building Parking lot project. City Manager went over the overview of the parking lot behind the Brickel Building. He explained there was no motion needed it was just information.

E-20 Recommendation from Auditor Selection Review Panel. The Council was presented with a recommendation for the selection of an Auditing Firm for the next 5 years. **Motion** by Councilman Terry Heston, Seconded by Councilman Parke Sutherland, to approve the Auditor Selection Review Panel and negotiate with Clifton Larson Allen. Motion passed unanimously.

City Manager Julian Deleon asked that the fee for the Community Center be waived for the Pioneer Picnic. **Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to waive the fee for the Community Center for the Pioneer Picnic. Motion passed unanimously.

City Manager Julian Deleon asked that the next meeting on May 23, 2016 be moved to the Community Center, so they could work on the renovations of the Council Chambers.

Melissa Hayes from the Chamber addressed the Council regarding the upcoming Taste of Avon Park. She said it was being held at the Catholic Church this year because of work done on the Community Center. She said she hoped it could be moved back to Main Street next year.

A citizen addressed the problem of placing speed bumps on the streets and not putting up warning signs. It was stated that new warning signs had been ordered from the County .

Acting City Clerk Bonnie Barwick

Mayor Sharon Schuler

C-111

C-11

**City of Avon Park
BUDGET ADJUSTMENT**

Budget Adjustment # _____

GMBA Batch _____

DATE: May 2, 2016

*Use round dollars only - No decimals

Account Number	Desc.	Amt. To Increase	Amt. To Decrease
401-0751-535-46-30	Repair & Maintenance SVS/Other Repairs & Maint.	\$ 28,000	
401-0801-536-31-00	Water/Sewer Com SVCS/Professional Services		\$ 14,000
401-0851-533-31-00	Water Utility Services/Professional Services		\$ 14,000

Explanation of adjustment:

Budget Realignment - Emergency Repair on Memorial Blvd due to Sanitary Sewer Line Failure

Department Head Signature

Date

Finance Director Approval

Date

City Manager's Approval

Date

CITY COUNCIL APPROVAL REQUIRED:

Yes No

Mayor's Approval

Date

C-12

TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: _____

C-12

Permit No. _____

Governmental Entity

Approving Local Government <u>City of Avon Park</u>	Contact Person <u>r</u>
Address <u>110 E Main St, Avon Park, FL 33825</u>	
Telephone <u>863-452-4405</u>	Email _____

Organization Requesting Special Event

Name of Organization <u>Avon Park Jaycees</u>	Contact Person <u>Travis Turner</u>
Address <u>1250 Lake Lotela Dr</u>	
Telephone <u>8633815602</u>	Email <u>travis@turnerfurnitureonline.com</u>

Description of Special Event

Event Title <u>The fourth of July Celebration</u>	Date of Event <u>July 4 2016</u>
Start Time <u>6:00 pm</u>	End Time <u>10:00 pm</u>
Event Route (attach map) <u>see map</u>	
Detour Route (attach map) <u>see map</u>	

Law Enforcement Agency Responsible for Traffic Control

Name of Agency <u>City of Avon Park</u>

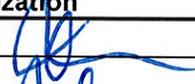
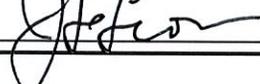
US Coast Guard Approval for Controlling Movable Bridge

Not Applicable <input checked="" type="checkbox"/>
Copy of USCG Approval Letter Attached <input type="checkbox"/>
Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

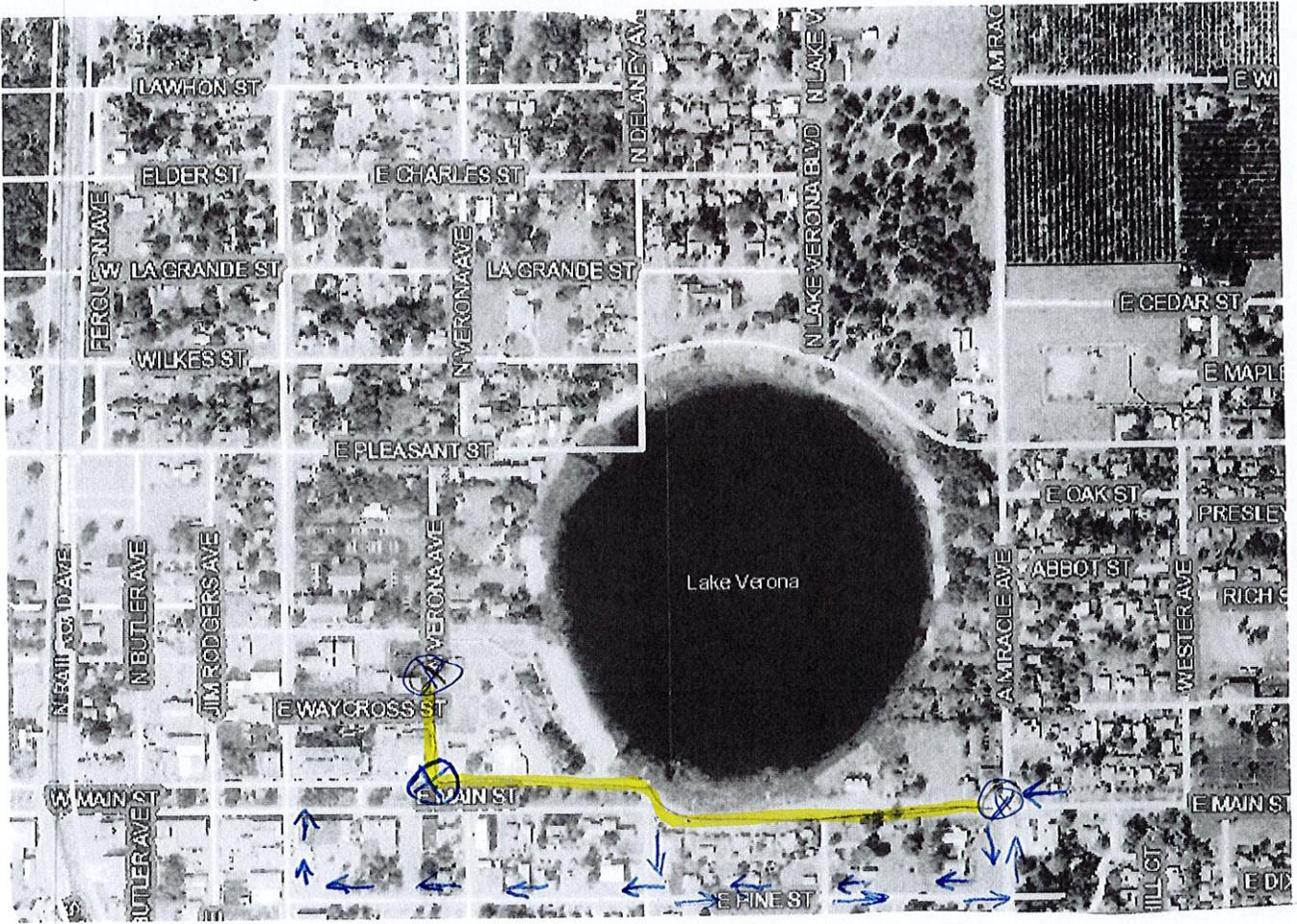
Signatures of Authorization

Event Coordinator <u>Jason Lister</u>	Signature 	Date <u>5-16-16</u>
Law Enforcement Name/Title <u>Jason Lister</u>	Signature 	Date <u>5-15-16</u>
Government Official Name/Title <u>Julian Deleon, City Manager</u>	Signature 	Date _____

FDOT Special Conditions

FDOT Authorization

Name/Title _____	Signature _____	Date _____
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(X) — (X) Request for Road Closure
→ Detour Route for east and west Bound Lanes



Dear Mayor and Council members:

I am Travis Turner and am requesting the following actions from the council in preparation for the 4th of July celebration:

1. Request permission to launch the fireworks from the center of Lake Verona as in the past.
2. Request the presence of APFD at the launch site.
3. Request the assistance of APPD with the traffic and crowd control in and around Donaldson Park.
4. Request the closure of Main St. (A. Miracle Ave. to Verona Ave.) from 6:00pm to 10:00pm.
5. Request the closure of Donaldson Park to all automobile traffic from 6:00pm to 10:00pm.
6. Request the assistance from APPD to relocate all automobiles parked in Donaldson Park at 6:00pm.
7. I have completed and turned in request for the proper permit.
8. I have obtained the required insurance to release the City of Avon Park and the Avon Park Jaycees from any liabilities.

I am continually indebted to the City Council, Public Works, Recreation, Police and Fire Departments for the unwavering support. Without this team effort, there would be no 4th of July celebration.

Respectfully,

Travis Turner

Avon Park Jaycees

E-16

E 16

ORDINANCE NO. 18-16

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING THE CITY CODE, SECTION 2-93 CLARIFYING AND EXPANDING THE CODE ENFORCEMENT BOARD'S AND OR SPECIAL MAGISTRATE'S JURISDICTION TO INCLUDE HEARING LAND DEVELOPMENT AND ZONING CASES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA:

Additions to the City Code are shown by underline and redline, and deletions are shown by ~~strikethrough~~.

Section 1. Section 2-93 of the Code of Ordinances of the City of Avon Park, Florida is hereby amended to read as follows:

Sec. 2-93. - Jurisdiction.

(a)The code enforcement board shall have the jurisdiction and authority to hear and decide alleged violations of all codes, ~~other than the land development code~~, and ordinances of the city.

(b)The jurisdiction of the code enforcement board shall not be exclusive. Any alleged violation of any codes, ~~other than the land development code~~, and ordinances may be pursued by appropriate remedy in court, at the option of the administrative official whose responsibility it is to enforce that respective code or ordinance.

Section 2. Inclusion in the Code. It is the intention of the City Council, and it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the city. Section numbering may be revised, if necessary, to fit the Code.

Section 3. Effective Date. This Ordinance shall become effective upon passage.

This Ordinance was read for the first time at the regular special session of the City Council held on _____. The vote was as follows:

	<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"/>

The final reading was held on the _____ day of _____, at a regular special session of the City Council, and this Ordinance was adopted rejected . The vote was as follows:

	<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:

CITY OF AVON PARK, FLORIDA

 Maria Sutherland, City Clerk

 Sharon Schuler, Mayor

APPROVED AS TO FORM

 Gerald T. Buhr, City Attorney

E-17

Bonnie Barwick

E 17

From: Julian Deleon
Sent: Tuesday, May 10, 2016 8:38 AM
To: Bonnie Barwick
Cc: wgrhythm@gmail.com
Subject: Rental of MLK facility

For next agenda, please add this request from Mrs Bagwell to rent the MLK complex, meeting would be 5/23/16 6pm.

Julian Deleon, City Manager
City of Avon Park
863-452-4403
Sent from my iPhone

From: We've Got Rhythm Dance WGRD
[mailto:wgrhythm@gmail.com]
Sent: Monday, May 09, 2016 10:00 AM
To: Taylor Smith
Subject: Re: Hey

<https://youtu.be/VWFhDRSmRrI>

https://youtu.be/Y_m8nVdmPOU

https://youtu.be/sGxS5L_i_Lw

The three links provided above are showing the exact dancing that will be performed for this event.

Below are past flyers for this event.

The date of the event is June 25th and we will need the building from 1pm-8pm. This event will bring in well over 300 people and we charge \$15 a head to enter. These guys who will be coming are the best of the best bboys in the whole world. They are professional bboys who have trained for years. This event is very kid friendly and safe for the area. It will bring in people from all of the world to come watch or dance. We will have a dj with their equipment and I will provide the staff to keep it running smoothly. We will do all the clean up and provide insurance for the event. This event is coming to avon park regardless of location and wouldn't it be a shame for your organization to not jump on this!!! No damage will be done to the floor. Playing basket ball damages the floor more than these dancers!!! If you need anymore information please feel free to ask!!!

Thanks Brandee BAgwell

<13140582_1588313051497932_1633982857_n.png>

<13152777_1588313058164598_290344794_n.png>

E-18

E 18

ORDINANCE NO. 13-16

AN ORDINANCE TO ANNEX TEN (10) 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, a map showing the relative locations of properties to be annexed is shown on Exhibit "A"; and certain properties have executed annexation agreements with the City as shown on Exhibit-"B", and more specifically described by metes and bounds in Exhibit "C" showing each legal description and strap number as assigned by the Highlands County Property Appraiser,

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 "C" 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

PARCEL NO	OWNER	ADDRESS	ACREAGE	SITE ID
C03342801000C00410	WAUCHULA STATE BANK	6940 US 27	0.96	8
C03342801000C00550	HIGHVEST CORP	7322 US 27	0.46	2
C03342801000C00560	HIGHVEST CORP	7406 US 27 N	9.69	1
C03342801000C00510	HIGHVEST CORP	7220 US 27 N	3.53	3
C03342801000C00420	WAUCHULA STATE BANK	7044 US 27 N	0.46	6
C03342801000C00310	KEGEL COMPANY INC	6800 US 27	2.40	10
C033428A0000210010	WAUCHULA STATE BANK	7010 US 27	0.50	7
C033428A0000420000	KEGEL COMPANY INC	6790 US 27	1.88	9
C033428A0000210000	HIGHVEST CORP	7196 US 27	6.57	4
C03342801000C00430	WAUCHULA STATE BANK	7200 US 27	15.12	5

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: _____

Bonnie Barwick, City Clerk

By: _____

Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald Buhr, City Attorney

EXHIBIT B

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this October 6, 2015, by and between KEGEL COMPANY INC, a Florida corporation, whose business address is P O BOX 3370, LAKE WALES, FL 33859-3370, for themselves and their successors and assigns (hereinafter collectively 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

A. Owner is desirous of developing Owner's property described on Exhibit "A" attached hereto and made a part hereof (the "Property") someday in the future, and obtaining water service from the City when the Property is developed.

B. City is willing to provide such water service in the manner described herein, but in exchange requires that the annexation of the Property be performed as soon as legally possible.

AGREEMENT

OWNER and CITY therefore agree as follows:

1. Purpose & Intent and Exhibits Are 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.
2. Agreements between the Parties as to Annexation. Owner irrevocably agrees to voluntarily annex the Property within the City. City agrees to annex the Property.
3. Agreements and Improvements.
 - a. The City agrees to permit and build 620 ft of 8" water main to assist owner with fire protection services, while installing a fire hydrant at the end of the pipeline.
4. Commencement of City's Duties. The City's obligation to perform its duties regarding the Road Project will be initiated upon annexation, and completed within an 18 month period.
5. Laws of Florida to Govern; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

6. 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.

7. 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.

8. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Owner and 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 by the party to be bound thereby.

9. 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.

10. 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 owners 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.

11. 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 a pre-litigation negotiation, litigation at the trial level, or upon appeal.

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

[signatures on attached pages]

OWNER

<p>Signed, sealed and delivered before these witnesses:</p> <p><u>June G. Davis</u> (Signed)</p> <p><u>JUNE DAVIS</u> (Printed)</p> <p><u>Elka Pérez</u> (Signed)</p> <p><u>Elka Pérez</u> (Printed)</p>	<p>KEGEL COMPANY INC</p> <p>By: <u>Jonathan Davis</u></p>
--	---

State of Florida
County of Highlands

This instrument was acknowledged before me this 14th, 2015, October, as president of KEGEL COMPANY INC, a Florida corporation. Jonathan DAVIS is personally known to me or [] produced a driver's license as identification.

 ANNA M. HALL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE169846
Expires 2/25/2016

Anna M. Hall
Notary Public
Print Name: Anna M. Hall
My Commission Expires: 2/25/2016

CITY OF AVON PARK

<p>[SEAL]</p> <p>ATTEST: _____ Maria Sutherland, City Clerk</p> <p>APPROVED AS TO FORM: _____ Gerald T. Buhr, City Attorney</p>	<p>CITY OF AVON PARK, FLORIDA,</p> <p>By: _____ Sharon Schuler, Mayor</p>
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EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY TO BE ANNEXED

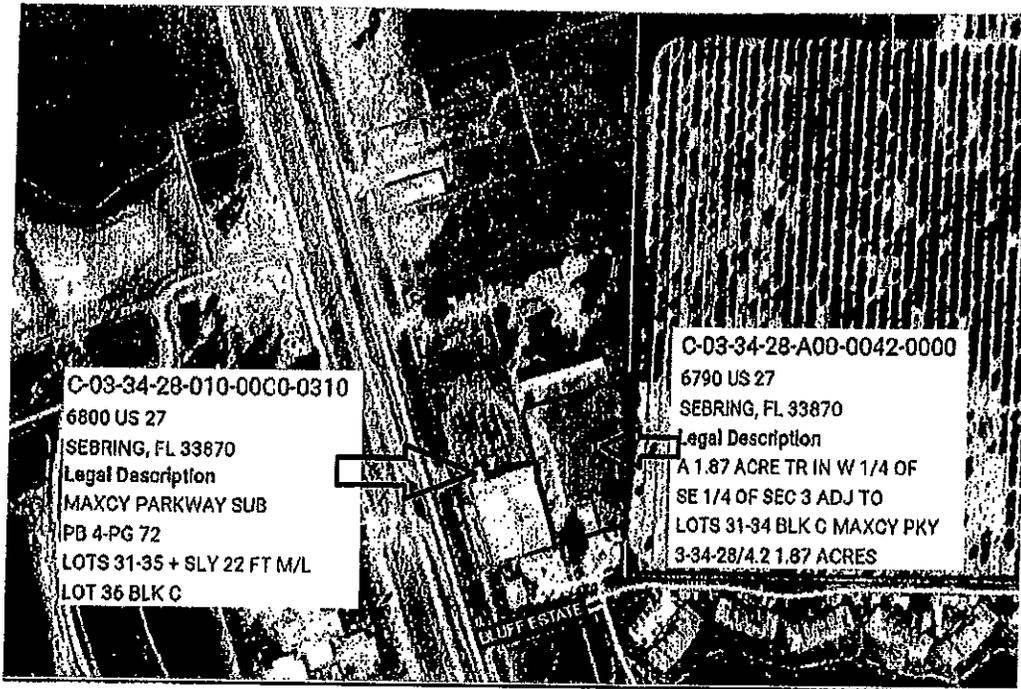
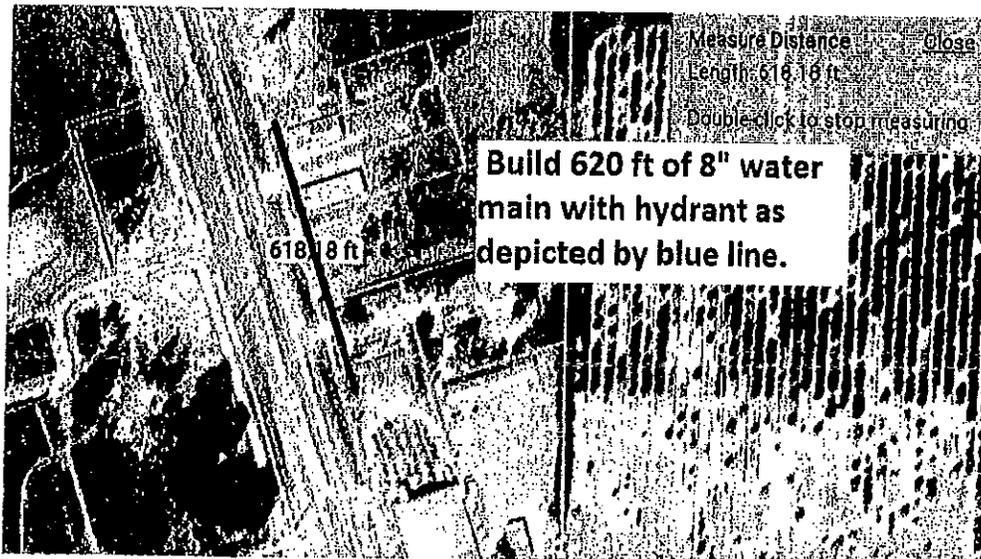


Exhibit-B Proposed City Work.

Build approximately 620 ft as depicted by blue water main.



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

City of Avon Park
2301 US HWY 27 South
Avon Park, Fl 33825
<http://www.avonpark.cc/>

Office: (863) 452-4427
Cell: (863) 443-4884
Fax: (863) 452-4428

For Recording Purposes Only

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 5th day of October, 2015, By KEGEL COMPANY INC, whose address is P O BOX 3370, LAKE WALES, FL 33859-3370, its successors and assigns, hereinafter referred to as "Grantor," and to the **CITY OF AVON PARK**, a Florida Municipality located at 110 East Main Street, Avon Park, FL 33825, its successors and assigns, hereinafter referred to as "Grantee".

W I T N E S S E T H

That the said Grantor, for and in consideration of ten and 00/100 dollars (\$10.00), and other good and valuable consideration to it in hand paid and received by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this instrument does hereby grant, bargain, sell and convey to Grantee, a utility easement ("Easement"), in perpetuity, for all reasonable potable water, reclaimed water, and wastewater utility uses including, but not limited to, the right of ingress and egress thereto, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnection, alteration and replacement of water, wastewater, and reclaimed water facilities and appurtenances, including, without limitation, the right to reconstruct, improve, extend, add to, change the size of, or remove water, wastewater, drainage and reclaimed utility facilities and appurtenances, including without limitation, mains, lines, services, meter boxes (including valves), fittings, and appurtenances, and all sewer force mains, (including valves), and related facilities, as well as the right to extend water, wastewater, or reclaimed water mains, lines and related facilities to serve any person, or other entity over, in, through and under the following described real property ("Easement Area"):

<<<<The legal description and sketch is described on Exhibit-A as part of this document>>>>

In areas where Grantee does not use the surface of the Easement Area, the Grantor retains, reserves, and shall maintain and continue to enjoy the use of the Easement Area. Such Grantor uses shall include any and all purposes not prohibited herein, or uses which do not interfere with Grantee's present or reasonable future use of the subject Easement. Such rights

shall include Grantor's right to grant easements for the furnishing of utility services other than potable or reclaimed water service or wastewater service, or to grant rights of way to government. Provided, however, that every such grant of easements or rights of way to others shall be on the express condition that the grantee therein shall not impair or interfere with the use, occupation and enjoyment of the Easement Area by Grantee herein, nor require the Grantee herein to move, replace, adjust, alter or modify any of its facilities, and that the grantee therein shall be liable to the Grantee herein for any injury or damage by the grantee therein to any facilities of Grantee herein by that grantee's activities in the Easement Area. Should Grantor, or its successors or assigns change the grade above Grantee's installed facilities, or perform any construction on the surface of the Easement Area which is permitted hereunder, which change in grade and or construction interferes with or requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not be limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns. Also provided that Grantor shall maintain the surface of the Easement Area such that it does not cause or create any public nuisances or dangerous conditions, nor violate any laws or covenants.

No structure or improvement shall be constructed in the Easement Area by Grantor other than standard sidewalks, driveways or streets, including without limitation, a prohibition of boundary walls, fences, buildings, or any other form of structure not specifically allowed herein. Also prohibited as Grantor use are cement or asphalt parking areas (other than standard-sized driveways or streets), sidewalks wider than five (5) feet, any form of cement slab other than the standard sized streets, driveways or sidewalks allowed herein. Also prohibited are trees and bushes, or any vegetation other than grass.

Provided further that, if at any time in the future any portion of any cement or asphalt driveways, streets or sidewalks allowed herein, or areas sodded with cultivated grasses, shall be destroyed or damaged by Grantee as a result of Grantee's activities within the foregoing described Easement Area, Grantee's sole obligation under this Easement is to restore the surface of the Easement Area according to standard industry practices for such repairs, except that such obligation shall be limited to the replacement of dirt to previous grade, cultivated sod replacement, and repair or replacement of the standard sidewalks, streets or driveways that are allowed herein. Grantee shall have no obligation to repair or replace sidewalks, streets or driveways constructed of, or containing materials other than asphalt or cement. Grantee shall also have no obligation to replace or repair any form of ornamentation in allowed sidewalks, streets or driveways. Except for grassed areas containing common cultivated sod, Grantee's sole obligation for replacement of grass shall be to spread common grass seed.

Grantor warrants that it owns the aforesaid described real property free and clear of any liens, encumbrances, or covenants which would impair the Grantee's ownership, use or enjoyment of the Easement granted herein; that Grantor has the authority to grant this Easement, and hereby binds itself, its successors and assigns, to warrant and forever defend the above described Easement and the rights herein conferred against any person or legal entity whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in their name as shown below.

DATED this 14th day of October, 2015.

Eika Pérez
Witnesses Signature
Eika Pérez
Witnesses Printed Name

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 14th day of October, 2015, before me, personally appeared Jonathan DAVIS, who is known to me or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same.

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

Notary Public, State of Florida, County of Highlands

(Seal)



ANNA M. HALL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE168945
Expires 2/25/2016

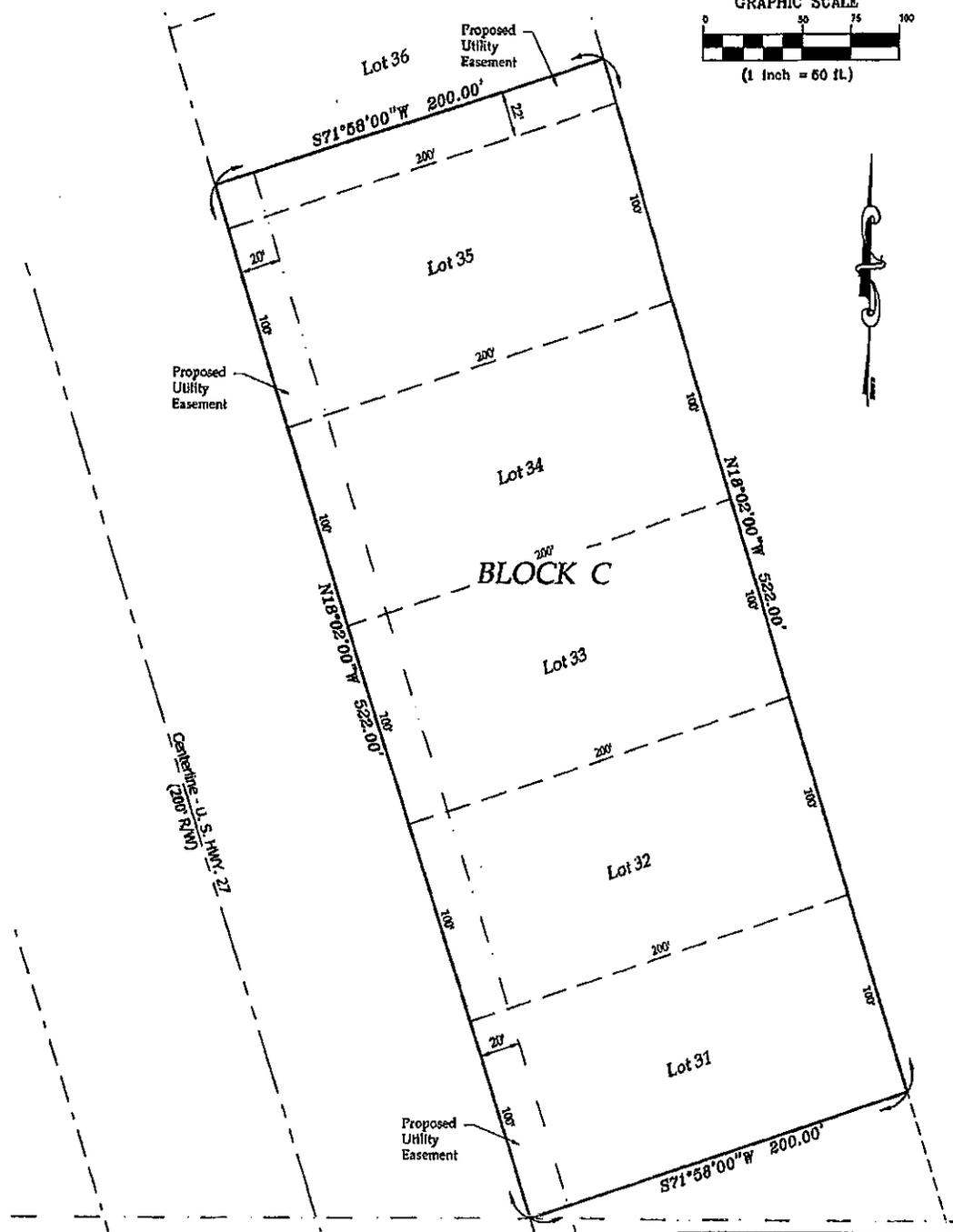
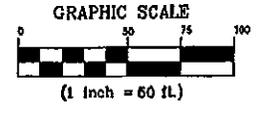
Signature: Anna M. Hall

Printed name: Anna M. Hall

Commission No. EE168945

My Commission Expires: 2/25/2016

DESCRIPTION SKETCH (THIS IS NOT A SURVEY)



EASEMENT DESCRIPTION
C-03-34-28-010-00C0-0310 - KEGAL COMPANY, INC.

LEGAL DESCRIPTION: (prepared by this office)
The Southwesterly 20 feet of Lots 31, 32, 33, 34, 35 and the Southwesterly 20 feet of the Southeasterly 22 feet of Lot 36, Block C, MAXCY PARKWAY SUBDIVISION according to the plat thereof as recorded in Plat Book 4, Page 72 of the Public Records of Highlands County, Florida.

PROJECT NO:	HI00467206A
Drawn:	JEK
Checked:	RFS
Revised:	

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the sketch shown hereon is a graphic representation of the above described lands, and that said description was generated under my direction and meets or exceeds the "Minimum Technical Standards" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 through .052 of the Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.



Sherco, Inc.

SURVEYING SERVICES
16 North Lake Avenue
Avon Park, Florida 33825
Ofc: (863) 453-4113 Fax: (863) 453-4122

EMBOSSED
SEAL

Robert Phillip Schuler, P.L.S.
Florida Registration # LS 2930
Certificate of Authorization # LB 7827

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

AR
18.50
CN

→ Prepared by:
City Clerk

City of Avon Park
110 E. Main St.
Avon Park, FL 33825



DECLARATIONS OF COVENANTS

Highvest Corporation, herein called "Declarant", is the owner in fee of certain real property, herein called the "Property", located in Highlands County, Florida, more particularly described as follows:

- C-03-34-28-010-00C0-0420
MAXCY PARKWAY SUB
PB 4 PG 72
LOTS 42 TO 49 BLK C
- C-03-34-28-010-00C0-0500
MAXCY PARKWAY SUB
PB 4 PG 72
LOT 50 BLK C
- C-03-34-28-010-00C0-0510
MAXCY PARKWAY SUB
PB 4 PG 72
LOTS 51 TO 54 BLK C + 1.7
ACRE TR ADJ TO REAR LOT
LINES
- C03342801000C00550
MAXCY PARKWAY SUB
PB 4-PG 72
LOT 55 BLK C
- C-03-34-28-010-00C0-0560
MAXCY PARKWAY SUB
PB 4-PG 72
LTS 56 THRU 58 + S 70.37
FT OF LOT 59 BLK C + AN
APPROX 8 ACRE TRACT OUT OF
S 1/2 OF SEC 3-34-28
ABUTTING E SIDE OF SAID
LTS PER RB 69-PG 249
- C-03-34-28-A00-0021-0000
AN 18.02 ACRE TR IN S 1/2
SEC 3 ADJ REAR LOT LINES
OF LOTS 43 TO 55 BLK C
OF MAXCY PARKWAY SUB
PB 4 PG 72
3-34-28/2.1 18.04 ACRES
- C-03-34-28-A00-0021-0010
A 100 X 218 FT TR ADJ TO
REAR LOT LINE OF LOT 42
BLK C MAXCY PKWY SUB IN SW
1/4 OF SE 1/4 SEC 3 E OF

US HWY 27
3-34-28/2.1-1 0.5 ACRES

C-03-34-28-010-00C0-0410
MAXCY PARKWAY SUB
PB 4-PG 72
LOT 41 BLK C
+ CONTIG 100 X 218 FT TR
ADJ TO REAR LOT LINE

For good and valuable consideration, and in exchange for the right for the Property to receive Water & Wastewater service from the City of Avon Park, Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the City Limits of the City of Avon Park, the Property shall be subject to annexation into said City Limits and this declaration shall be considered a petition to the City of Avon Park to facilitate the annexation of the Property when it becomes contiguous.

Dated this 13th day of Sept, 2010.

Declarant: R. Anthony Cozier (Print Name) [Signature] (Signature)

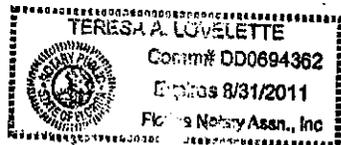
STATE OF FLORIDA
COUNTY OF HIGHLANDS

BEFORE me, personally appeared R. Anthony Cozier, personally known or who produced identification _____ to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he (he or she) executed said instrument for the purposes therein expressed and was authorized by said corporation to do so.

WITNESS my hand and official seal this 13th day of Sept, 2010.

[Signature]
Notary Public, State of Florida (affix stamp or seal)

Filing Fee: \$11.00 – 1st Page
\$8.50 – Additional Page



→ Prepared by/return to:

CITY CLERK
CITY OF AVON PARK
110 E. MAIN ST.
AVON PARK, FL 33825

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 13-16

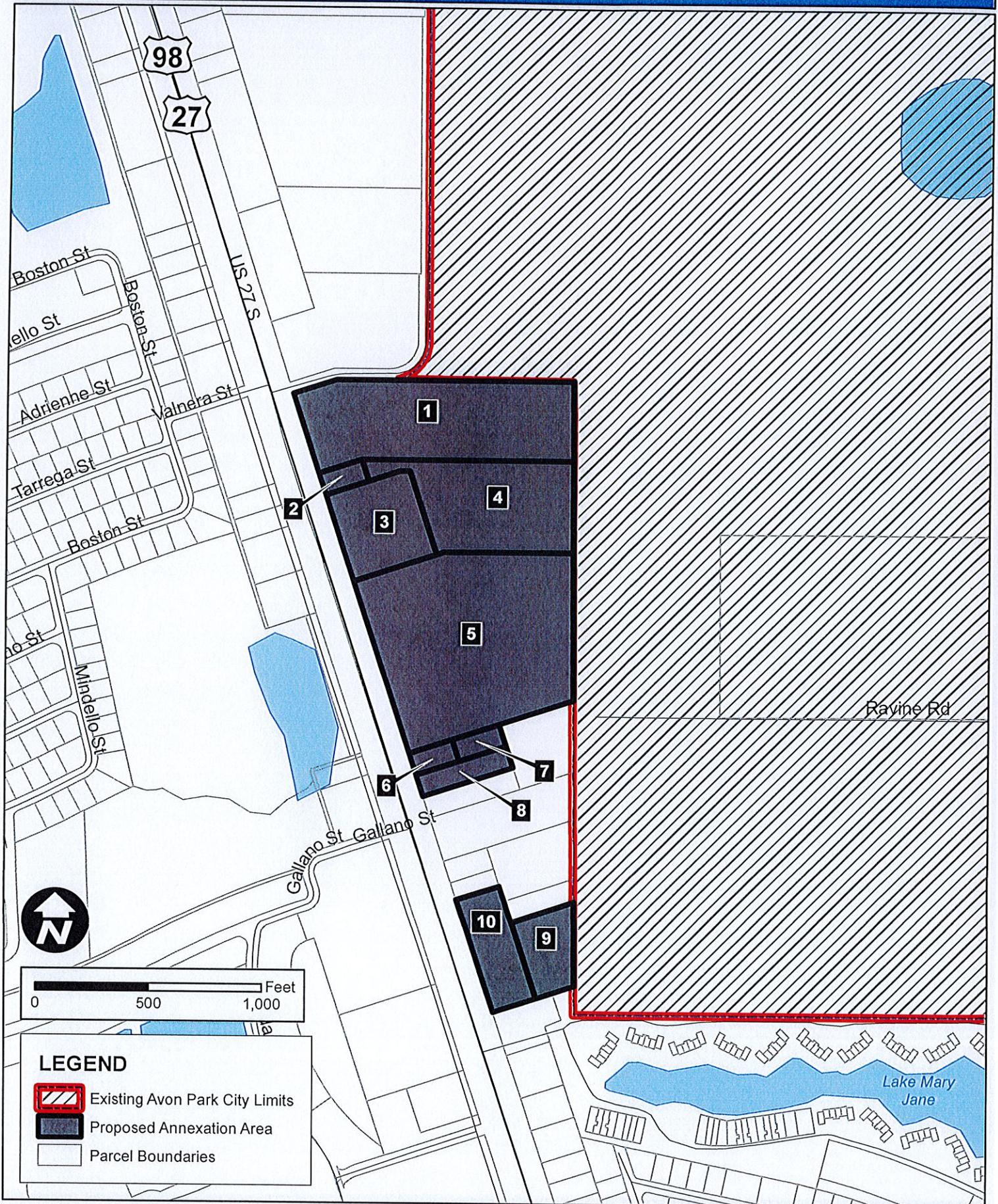


EXHIBIT C

Parcel C-03-34-28-010-00C0-0410

6940 US 27
SEBRING, FL 33870

Owners:
WAUCHULA STATE BANK

Mailing Address
106 E MAIN ST
WAUCHULA, FL 33873

DOR Code: 33 - NIGHTCLUBS/BARS
Neighborhood: 5140.00 - US 27 LK GLENADA TO FAIRMOUNT DR
Millage: 40 - County Southwest Water
Map ID: 25A

Legal Description

MAXCY PARKWAY SUB
PB 4-PG 72
LOT 41 BLK C
+ CONTIG 100 X 218 FT TR
ADJ TO REAR LOT LINE

**Value Summary**

Total Building Value	\$241,072
Total XF Value	\$28,543
Total Land Value	\$150,000
Total Land value - Agri.	\$0
Income	NA
Total Classified Use Value	\$0
Total Just Value	\$419,615

Parcel C-03-34-28-010-00C0-0550

7322 US 27
SEBRING, FL 33870

Owners:
HIGHVEST CORP

Mailing Address
7406 US 27 N
SEBRING, FL 33870

DOR Code: 27 - VEHICLE SL/SERV/RENT
Neighborhood: 5140.00 - US 27 LK GLENADA TO FAIRMOUNT DR
Millage: 40 - County Southwest Water
Map ID: 25A

Legal Description
MAXCY PARKWAY SUB
PB 4-PG 72
LOT 55 BLK C



Parcel C-03-34-28-010-00C0-0560

7406 US 27 N
SEBRING, FL 33870

Owners:
HIGHVEST CORP

Mailing Address
7406 US 27 N
SEBRING, FL 33870

DOR Code: 27 - VEHICLE SL/SERV/RENT
Neighborhood: 5140.00 - US 27 LK GLENADA TO FAIRMOUNT DR
Millage: 40 - County Southwest Water
Map ID: 25A

Legal Description

MAXCY PARKWAY SUB
PB 4-PG 72
LTS 56 THRU 58 + S 70.37
FT OF LOT 59 BLK C + AN
APPROX 8 ACRE TRACT OUT OF
S 1/2 OF SEC 3-34-28
ABUTTING E SIDE OF SAID
LTS PER RB 69-PG 249



Parcel C-03-34-28-010-00C0-0510

7220 US 27 N
SEBRING, FL 33870

Owners:
HIGHVEST CORP

Mailing Address
7406 US 27 N
SEBRING, FL 33870

DOR Code: 27 - VEHICLE SL/SERV/RENT
Neighborhood: 5140.00 - US 27 LK GLENADA TO FAIRMOUNT DR
Millage: 40 - County Southwest Water
Map ID: 25A

Legal Description

MAXCY PARKWAY SUB
PB 4 PG 72
LOTS 51 TO 54 BLK C + 1.7
ACRE TR ADJ TO REAR LOT
LINES



Parcel C-03-34-28-010-00C0-0420

5

7044 US 27 N
SEBRING, FL 33870

Owners:

WAUCHULA STATE BANK

Mailing Address

106 E MAIN ST
WAUCHULA, FL 33873

DOR Code: 10 - VACANT COMMERCIAL

Neighborhood: 5140.00 - US 27 LK GLENADA TO FAIRMOUNT DR

Millage: 40 - County Southwest Water

Map ID: 25A

Legal Description

MAXCY PARKWAY SUB

PB 4 PG 72

LOT 42 BLK C



6

Parcel C-03-34-28-010-00C0-0310

6800 US 27
SEBRING, FL 33870

Owners:
KEGEL COMPANY INC

Mailing Address
P O BOX 3370
LAKE WALES, FL 33859-3370

DOR Code: 34 - BWL AL/SKT RNK/PL HL
Neighborhood: 5140.00 - US 27 LK GLENADA TO FAIRMOUNT DR
Millage: 40 - County Southwest Water
Map ID: 25A

Legal Description

MAXCY PARKWAY SUB
PB 4-PG 72
LOTS 31-35 + SLY 22 FT M/L
LOT 36 BLK C



Parcel C-03-34-28-A00-0021-0010

7

7010 US 27
SEBRING, FL 33870

Owners:

WAUCHULA STATE BANK

Mailing Address

106 E MAIN ST
WAUCHULA, FL 33873

DOR Code: 00 - VACANT

Neighborhood: 5025.00 - COMM OFF 27 IN SEBRING

Millage: 40 - County Southwest Water

Map ID: 25A

Legal Description

A 100 X 218 FT TR ADJ TO
REAR LOT LINE OF LOT 42
BLK C MAXCY PKWY SUB IN SW
1/4 OF SE 1/4 SEC 3 E OF
US HWY 27
3-34-28/2.1-1 0.5 ACRES



Parcel C-03-34-28-A00-0042-0000

6790 US 27
SEBRING, FL 33870

Owners:

KEGEL COMPANY INC

Mailing Address

P O BOX 3370
LAKE WALES, FL 33859-3370

DOR Code: 35 - TOUR ATTRACT-PERM

Neighborhood: 5025.00 - COMM OFF 27 IN SEBRING

Millage: 40 - County Southwest Water

Map ID: 25A

Legal Description

A 1.87 ACRE TR IN W 1/4 OF
SE 1/4 OF SEC 3 ADJ TO
LOTS 31-34 BLK C MAXCY PKY
3-34-28/4.2 1.87 ACRES



Parcel C-03-34-28-A00-0021-0000

7196 US 27
SEBRING, FL 33870

Owners:
HIGHVEST CORP

Mailing Address
7406 US 27 N
SEBRING, FL 33870

DOR Code: 02 - MOBILE HOME
Neighborhood: 340.00 - RURAL TRACTS IN 34/28
Millage: 40 - County Southwest Water
Map ID: 25A

Legal Description

AN IRREG 6.57 ACRE TR IN S 1/2
SEC 3 LYING BEHIND LOT LINES
OF LOTS 51 TO 55 BLK C
OF MAXCY PARKWAY SUB
PB 4 PG 72
3-34-28/2.1 6.57 ACRES



Parcel C-03-34-28-010-00C0-0430

10

7200 US 27
SEBRING, FL 33870

Owners:
WAUCHULA STATE BANK

Mailing Address
106 E MAIN ST
WAUCHULA, FL 33873

DOR Code: 27 - VEHICLE SL/SERV/RENT
Neighborhood: 5140.00 - US 27 LK GLENADA TO FAIRMOUNT DR
Millage: 40 - County Southwest Water
Map ID: 25A

Legal Description

MAXCY PARKWAY SUB
PB 4 PG 72
LOTS 43 TO 50 BLK C +
AN 11.45 ACRE TR ADJ TO REAR
LOT LINES OF LOTS THEREOF
15.12 AC TOTAL



E-19

E19

AGREEMENT BETWEEN THE CITY OF AVON PARK AND
CLIFTONLARSONALLEN, LLP
FOR PROFESSIONAL FINANCIAL AUDITING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of Avon Park, a municipal corporation of the State of Florida, by and through its Mayor and City Council, hereinafter referred to as "City," and CliftonLarsonAllen, LLP, a Minnesota limited liability partnership registered in the State of Florida, hereinafter referred to as the "Auditor":

WITNESSETH:

WHEREAS, Section 218.39, Florida Statutes, provides that the City shall perform an audit each fiscal year, and

WHEREAS, the City issued a Request for Proposal, #16-02, incorporated herein by reference, for professional external auditing services; and

WHEREAS, the Auditor submitted a proposal in response to the City's Request for Proposals; and

WHEREAS, the City has selected the Auditor based upon the submitted proposal as a qualified applicant to perform the requested financial and compliance auditing services.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Term. This Agreement shall commence on the day and year above first written and shall continue in full force until completion of the audits for the City's fiscal years ending September 30, 2016, 2017, 2018, 2019 and 2020 unless earlier terminated as provided herein. The contract may be extended for additional one year periods for a maximum of five renewals, by mutual agreement of the City Manager and the authorized signatory of the Auditor, so long as the terms remain the same except that annual fees shall not increase over 1.5% per year. Renewals must be in writing in order to be valid.

2. Scope of Services. The City engages the Auditor and Auditor agrees to perform in a good and professional manner the services stated in RFP # 16-02 and set forth herein.

The Auditor agrees to conduct a financial audit of all funds of the City for the fiscal years ending September 30, 2016, 2017, 2018, 2019 and 2020. The Auditor will draft and audit the basic financial statements required by generally accepted accounting principles (GAAP), for the fiscal years ending September 30, 2016, 2017, 2018, 2019 and 2020.

3. Scope and Responsibilities. The audits shall be made in accordance with auditing standards generally accepted in the United States of America as adopted by the American Institute of Certified Public Accountants (AICPA); Sections 218.39 and 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General; the provisions of the AICPA Audit and Accounting Guide - Audits of State and Local Governmental Units; *Governmental Auditing Standards* issued by the U.S. Comptroller General, which pertain to financial and compliance audits, OMB's Circular A-133, Audits of State and Local Governments, the Single Audit Act and Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance). As a result, the audit will include tests of the accounting records and such other audit procedures as the Auditor considers necessary to render an

opinion on the fairness of the City's financial statements. It is not contemplated that a detailed examination of transactions will be made or that the examination will necessarily discover fraud, should any exist. The Auditor will promptly inform City management of any findings that appear unusual or abnormal. An essential feature of the audit is the review and evaluation of the system of internal control structure upon which the scope and extent of the audit test will be determined. Such audit procedures and tests will be those the auditor considers necessary in the circumstances.

The audits shall be performed under the "single audit concept" and shall include an unmodified opinion on the basic financial statements of the City's Annual Financial Report in compliance with Attachment A, attached hereto and incorporated herein by this reference. If unable to express an unmodified opinion or opinions, the Auditor shall state the reason for qualification or disclaimer of opinion. The Auditor's opinion on the combining and individual fund statements and schedules and schedule of expenditures of federal awards and state financial assistance, as applicable, will report whether these financial statements and/or schedules are stated fairly in all material respects in relation to the basic financial statements taken as a whole as set forth in GAAP. The GASB provides for certain required supplementary information (RSI) to accompany the basic financial statements. The RSI will be subjected to certain limited procedures but will not be audited. The City's Annual Financial Report (AFR), which shall be a single report in accordance with the Rules of the Auditor General and Florida Statutes, shall include the Auditor's comments in a Management Letter as required by Chapter 10.550, Rules of the Auditor General.

4. Report Requirements. The AFR drafted by the Auditor shall contain the basic financial statements and schedules, as applicable, and will comply with current AFR and GAAP requirements.

5. Working Paper Retention and Access to Working Papers. The Auditor will be required to make working papers available, upon request, to the following parties or their designee:

- a. Successor Auditor of the City of Avon Park
 - 1) The Auditor shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
 - 2) Costs related to responding to inquiries of successor auditors and review of working papers by third parties will be paid by the City.
- b. U.S. General Accounting Office (GAO).
- c. Parties designated by the federal or state governments or by the City as part of an audit quality review process.
- d. Parties performing a quality review of the Auditor's records.
- e. Auditors of entities of which the City is a sub-recipient of grant funds.

f. Public Records In Compliance with Florida Statutes.

- 1) Auditor shall keep and maintain any "public records" as defined by ch. 119 F.S. and subject to lawful exemptions, that ordinarily and necessarily would be required by the City in order to perform the service. All records, books, and accounts related to the performance of this agreement may shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and especially s. 119.0701 FS.

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and shall be kept by 1) Auditor in compliance thereof. ~~Auditor's workpapers are owned by Auditor and do not constitute "public records."~~

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- 2) At no additional cost to the City, to the extent required by law, Auditor shall provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) Auditor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) ~~To the extent required by law, Auditor shall meet all requirements for retaining public records and transfer, at no cost to the City all public records in possession of the Auditor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.~~

6. Time Requirements for Services. The City and the Auditor have the goal to accelerate the conclusion of the audit process each year, therefore, dates established at the audit conference referred to in a. of this Section will reflect those goals. In addition, the following dates and/or deadlines are hereby established:

- a. For each year that an executed audit contract is in place, there shall be a pre-audit conference, and an audit calendar shall be established at that conference;
- b. The Auditor will deliver draft financial statements to the City Manager and the Finance Officer no later than May 15 of each year;
- c. All financial statements will be delivered June 15 of each year;
- d. The books and records of the City will be ready for audit on or before March 15 of each year. For each day after March 15 that the City fails to close the books or deliver the information to the Auditor, one day will be added to each of the dates listed in b. and c. of this Section;
- e. The Auditor shall complete its review of the State of Florida Annual Local Government Financial Report (or any such successor report required by the State of Florida) within five (5) working days of receipt of the above named report from the City.

7. Assistance to be Provided to the Auditor and Report Preparation. The City shall provide reasonable staff assistance to the Auditor to timely complete the audit.

8. Auditor Independence. The Auditor affirms that it is independent of the City as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*. The Auditor shall give the City written notice of any professional relationships involving the City or any of its agencies entered into during the period of this Agreement which impair independence.

9. Licensed Practice in Florida. An affirmative statement shall be given to the City indicating that the Auditor and all assigned key professional staff are properly licensed to practice in Florida.

10. Equal Opportunity Policies and Practices. The Auditor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, religion, age, sex, disability, marital status, public assistance, ex-offender status or national origin and also that it agrees to take affirmative action to recruit minorities and women into employment.

11. Compensation. For all services actually, timely and faithfully rendered, the City shall pay the Auditor a fixed fee of \$43,000 for audit services for fiscal year ending September 30, 2016 . For the fiscal years ending on September 30 thereafter, the fee shall be \$43,800 for 2017, \$44,600 for 2018, \$45,400 for 2019, and \$46,200 for 2020. The fixed fee includes testing of one major Federal program or major state project. For each additional major program or state project tested in a fiscal year, the City shall pay the auditor an additional fee of \$2,500 per major federal program or major state project audited. If the City desires the auditor to draft the financial statements, the City shall pay the auditor an additional fee of 5,000 per year. Changes to or amendments of the fees as stated in this Section may be permitted as follows:

- a. In the event of new accounting or auditing pronouncements, additional requirements of the Auditor General of the State of Florida, new Single Auditing requirements, additional regulatory requirements, addition of new funds, or other circumstances that arise making it necessary for the Auditor to do substantive additional work, the Auditor shall immediately notify, in writing, the City Manager of such circumstances. If additional compensation is necessary due to such circumstances, the parties will negotiate a written amendment to this Agreement setting forth a maximum number of hours for such additional work at rates agreed upon by the City and the Auditor;

12. Audit or Project Team. The Auditor shall assign members of its staff as the Auditor's Audit Team, as contained in the "Resumes" section of the Auditor's Proposal for Independent Auditing Services, incorporated herein by this reference in its entirety. If any member of the Auditor's Audit Team is removed from providing Services under this Agreement, or employment is otherwise terminated or curtailed by the Auditor, or if any member of the Auditor's Audit Team terminates employment with the Auditor, then the Auditor shall replace its Audit Team member with a person of comparable experience and expertise and will inform the City of the change to the Auditor's Audit Team. Replacement members of the Auditor's Audit Team are subject to the approval of the City Manager.

13. Manner of Payment. The City shall make progress payments to the Auditor as work progresses. Interim billings shall cover a period of not less than a calendar month. Progress payments shall not exceed ninety (90) percent of the total annual fee prior to acceptance of the AFR into the record by action of the Mayor and City Council Members, which shall not be unreasonably delayed. The City Manager shall be the City's contract manager. Invoices for payments shall be submitted to:

City Manager
City of Avon Park
110 East Main Street
Avon Park, FL 33825

14. City Approval/Auditor Responsibility. Neither review, approval or acceptance by the City of data, studies, calculations, audits, reports, memoranda, other documents and instruments and incidental professional services and work furnished hereunder by the Auditor shall in any way relieve the Auditor of responsibility for the adequacy, completeness and accuracy of its services or work. Neither the City's review, approval or acceptance of, or payment for, any of the Auditor's services or work shall be construed to operate

as a waiver of any of the City's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

15. Termination. This Agreement shall continue and remain in full force and effect as to all its terms, conditions, and provisions, as set forth herein, until and unless the City shall give written notice to the Auditor of its desire to terminate this Agreement as provided in this paragraph. Should the Auditor default in any term or condition of this Agreement including the requirements established during the pre-audit conference between the City and the Auditor, and the default not be cured by Auditor within 20 days of written notice of such default, the City Council may terminate this Agreement for cause by giving thirty (30) days written notice to the Auditor of its intention to do so and specifying a time and date thereafter for the termination.

Either party may, prior to April 1 of any year, terminate this Agreement without cause by giving ninety (90) days written notice to the other party of its intention to do so and specifying a time and date thereafter for the termination. In the event of any such termination, the Auditor shall be paid by the City for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and, thereafter, until the specified date of termination, the Auditor shall be paid only for such services as are specifically authorized in writing by the City.

16. Indemnification and Insurance.

- a. The Auditor shall indemnify and save harmless and defend the City from all suits or actions of every name and description brought against the City based on personal injury, bodily injury (including death), or property damage (including destruction) received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the Auditor in providing the professional services called for herein. Without limiting its liability under this Agreement, the Auditor shall procure and maintain during the life of this Agreement professional liability errors and omission coverage, from a company acceptable to the City, in an annual aggregate of one million dollars. The Auditor will provide a Certificate of Insurance to the City.
- b. Successors and assigns. The City and the Auditor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Auditor of its interest in this Agreement without the written consent of the City shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the City, nor shall it be construed as giving any right or benefit hereunder to anyone other than the City or Auditor.
- c. Settlement of Claims. In any case where the Auditor deems that extra compensation is due it for services, materials, or damages not clearly covered in this Agreement, or not ordered in writing by the City as an extra, the Auditor shall notify the City in writing before it begins the work or incurs the cost on which it bases the claim and shall not perform the work or incur the cost without the written authorization of the City Manager. If such notification is not previously given and the work or cost authorized, in writing, by the City Manager, the Auditor hereby waives the claim for such extra compensation. However, such notice and accounting shall not in any way be construed as proving the validity of the claim. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the City Manager and the Auditor. In the event that the parties cannot reach an agreement at this negotiation level, the dispute will be settled by an

independent third-party agreed upon by the City and the Auditor or, if they do not agree, selected by the senior Circuit Judge for Highlands County, Florida.

- d. Amendments. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the scope of services, time of completion, and other material terms and conditions, may be changed only by written amendment to this Agreement signed by the parties.
- e. Independent Contractor. In the performance of this Agreement, the Auditor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the City. The Auditor shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Auditor in the full performance of this Agreement.

17. Liquidated Damages. It is mutually agreed between the parties hereto that time is of the essence in this Agreement and, in the event the work is not completed as stated in Section 6 a. - e., "Time Requirements for Services," it is agreed that from the compensation otherwise to be paid to the Auditor the City may retain the sum of \$200.00 per working day thereafter, Sundays and holidays excluded, that the work remains uncompleted due to the fault of the Auditor. However, if the Auditor's failure to deliver the work by the specified date is a result of the failure of the City to close the books or deliver the information to the Auditor as set forth herein, then the commencement of such liquidated damages shall be delayed by the number of days of the delay in providing the information. This sum is not a penalty, but the reasonable estimate by the parties of the damages the City will sustain in the event of such default by the Auditor.

18. Work Area, Telephones and Photocopying. The City will provide the Auditor with reasonable work space, desks, and chairs. The Auditor will also be provided with access to a computer terminal accessing the City's general ledger, internet access, one telephone line, and photocopying facilities. No long distance calls shall be charged to the City.

19. Report Preparation. The Auditor shall prepare and deliver a copy of the audited financial statement to the City in an electronic (i.e., PDF) format.

20. Employment Eligibility Verification.

22.1 Definitions. As used in this Section.

- (a) Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee
 - i. Normally performs support work, such as indirect or overhead functions; and
 - ii Does not perform any substantial duties applicable to the Agreement.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Auditor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

22.2 Enrollment and verification requirements.

- (a) Auditor must be enrolled in E-Verify at time of contract award, and the Auditor shall use E-Verify to initiate verification of employment eligibility of
 - i. All new employees.
 - (A) Enrolled thirty (30) calendar days or more. Auditor shall initiate verification of employment eligibility of all new hires of Auditor, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or
 - (B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Auditor shall initiate verification of employment eligibility of all new hires of Auditor who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or
 - ii. Employees assigned to this Agreement. For each employee assigned to this Agreement, Auditor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Agreement, whichever date is later.
 - (b) Auditor shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program MOU. Termination of Auditor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.
- 22.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.
- 22.4 Individuals previously verified. Auditor is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Auditor through the E-Verify program.
- 22.5 Subcontracts. Auditor shall include, and shall require the inclusion of, the requirements of this Section, including this paragraph (22.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

| CITY OF AVON PARK, a municipal Corporation of the State of Florida

CLIFTON LARSON ALLEN, LLP
435 South Commerce Avenue
Sebring, Florida 33870-3702

By: Its City Council

By _____
Sharon Schuler, Mayor

By _____
Julie S. Fowler, Engagement Director

ATTEST:

City Clerk

ATTEST:

ATTACHMENT A

LIMITATIONS OF THE AUDITING PROCESS

As part of this engagement, the Auditor may draft the financial statements, schedule of expenditures of federal awards and state financial assistance, and note disclosures from individual fund trial balances and other schedules that the City will provide. However, City management is responsible for the financial statements, schedule of expenditures of federal awards and state financial assistance, and note disclosures. In the City's representation to the Auditor, the City will be asked to acknowledge the Auditor's role in this regard, and the City's review, approval and responsibility for the financial statements, schedule of expenditures of federal awards and state financial assistance, and note disclosures. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

The objective of an audit is the expression of the Auditor's opinion concerning whether the basic financial statements are fairly presented, in all material respects, in accordance with accounting principles generally accepted in the United States of America. The City's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with generally accepted auditing standards (GAAS) are based on the concept of selective testing of the data being examined are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the City) on the financial statements.

As applicable, in accordance with requirements of the Single Audit Act Amendments of 1996, OMB Circular A-133, Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Florida Single Audit Act, the City's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate City representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the course of the audits. The Auditor will include such matters in the reports as required for a Single Audit.