



CITY OF AVON PARK
Highlands County, Florida

**CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St., Avon Park, FL
MONDAY, June 8, 2015
6:00 PM**

A. OPENING

1. Invocation
2. Pledge of Allegiance
3. Roll Call

B. CITIZENS/OUTSIDE AGENCIES

4. Jaycees road closure request for 4th of July
5. Re-appointment to Main Street CRA Adv Board:
 - *Gaylin Thomas term expires 6/27/15.*
 - *New term to expire 6/27/2019*
6. New Appointment to Main Street CRA Advisory Board:
 - *Dom Calderone to expire 6/8/2019*

C. CONSENT AGENDA:

7. Approve Special Meeting Minutes, May 26, 2015

**D. COMMITTEE REPORTS/ ATTY UPDATES/ ANNOUNCEMENTS/
PRESENTATIONS:**

8. 2014 Audit Presentation
 - Complete Audit files available on website: www.avonpark.cc

E. ADMINISTRATIVE:

12. **Resolution 15-12, Preliminary Fire Assessment**
 - Complete final report available on website: www.avonpark.cc
 - Searchable database available on website: www.avonpark.cc
13. Scarborough Property Purchase Agreement
14. Permitting for FDEP Wastewater Ponds for new 45 Acre pond site work
15. Ag-Flying services contract update
16. FDOT Landscaping Grant for HWY 27- budget adjustment of \$43,830

G. 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.

VOLUNTEER APPLICATION

B-6

CITY OF AVON PARK ADVISORY 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)/Commission(s) for which you wish to apply:

- | | |
|--|--|
| <input type="checkbox"/> Airport Committee | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Building Board of Adjustment & Appeals* | <input type="checkbox"/> Planning & Zoning Commission* |
| <input type="checkbox"/> Citizen's Advisory Task Force | <input type="checkbox"/> Pension Boards* |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Police |
| <input type="checkbox"/> Code Enforcement Board* | <input type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Community Redevelopment Agency | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Contractor's Competency Board* | <input type="checkbox"/> Senior Center Advisory Board |
| | <input type="checkbox"/> Zoning Board of Adjustment* |

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

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES. (Within 30 days of date of appointment.)

1. Personal

Name DOMENICK CALDERONE Driver's License # FL C436-160-49-216-0

Address 496 OAK CANOPY CIRCLE AVON PARK, FL 33825

Home Tel. # 863-873-4053 Business Tel. # N/A

Are you a registered voter in Avon Park? yes no

How long have you been a resident of Avon Park? 5 YRS

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If so, when and which Board? _____

2. References - Please list 3 references (Business and/or Personal)

BOB SHERCO 16 N. LAKE AVE AVON PARK 863-453-4113
Name, address and telephone number

CARL COOL 203 W. MAIN ST AVON PARK 863-657-2323
Name, address and telephone number

MIKE SECOR TRINITY DEVELOPMENT 622 MARAVILLA AVE SEBRING, FL
Name, address and telephone number 863-991-0170

C-7

CITY COUNCIL SPECIAL MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
May 26, 2015
6:00 PM

Members Present: Mayor Sharon Schuler, Councilman Parke Sutherland Councilman Terry Heston, Councilman Garrett Anderson.

Members Absent: Deputy Mayor Brenda Giles (excused absence)

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

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

CONSENT AGENDA: City Manager, Julian Deleon, noted the items on the consent agenda.

- Council Minutes Regular Meeting May 11, 2015

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

COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS:

ADMINISTRATIVE:

Ag-Flying Services Contract update:

City Attorney Gerald Buhr recommends that the lease not be entered into since Ag Flying Service has not been able to meet the specifics of the lease agreement.

Mr. Wise of Ag Flying Services approached the podium to address the Council requesting that the “attorneys” “work out the differences in the lease”. The Council suggested Mr. Wise finalizes the lease agreement by June 8th.

Gaster Road Update:

There was discussion but no motion made

CDBG Grant- Southside CRA District:

Administrative Service Director Maria Sutherland gave an overview. No action taken

Approval of Trim Budget Calendar for FY 2015/2016:

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve July 13, 2015 at 5: pm for a Budget Workshop, and to excuse City Attorney Gerald Buhr from the July 13, 2015 Council Meeting. Motion passed unanimously.

Ordinance 16-15 First Reading:

City Attorney Gerald Buhr read Ordinance 16-15 into the record. Mayor Sharon Schuler opened the public hearing. After discussion, council rejected Ordinance 16-15. No motion was made.

Scarborough Property Purchase Agreement:

Item was pulled from agenda.

Permitting for FDEP Wastewater Ponds for new 45 Acre Pond Site work:

Item was pulled from agenda.

Non Agenda Item:

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston, to appoint George Hall as Citizen to Canvassing Board. Mayor Sharon Schuler and Councilman Parke Sutherland will also be on the board.

Meeting Adjourned at 7:40 PM

Recorded and transcribed by

Maria Sutherland, City Clerk

Attest

Maria Sutherland, City Clerk

Sharon Schuler, Mayor



CITY OF AVON PARK

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

June 4, 2015

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, June 8, 2015, at 6:00 p.m., 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julian Deleon". The signature is written in a cursive style and is positioned above a horizontal line.

Julian Deleon
City Manager



CITY OF AVON PARK
Highlands County, Florida

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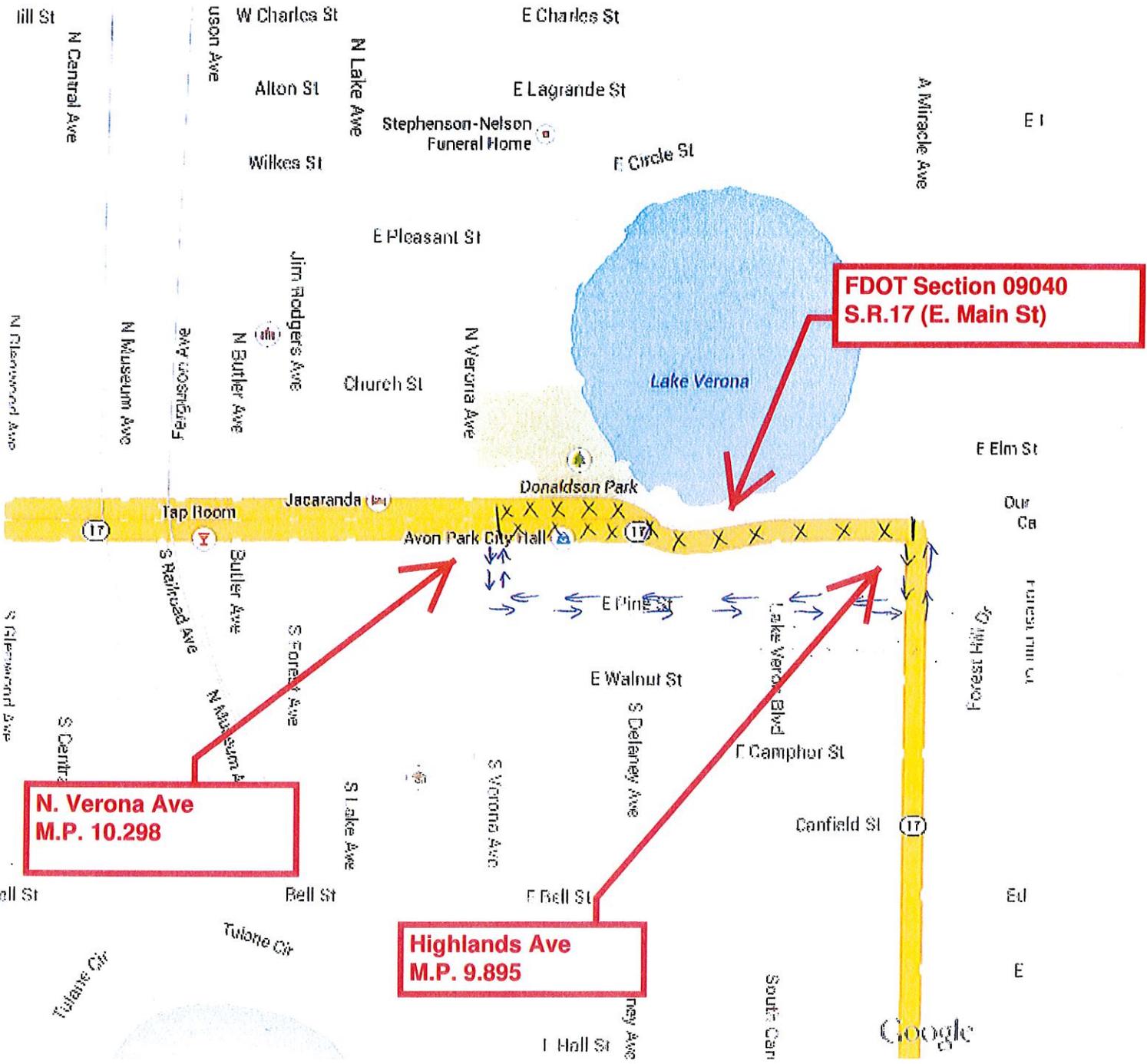
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B-4

4th of July Celebration July 4, 2015



X - area to be closed (between A. Miracle Ave and Verona Ave)
 → - detour routes

VOLUNTEER APPLICATION

B-6

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Meeting Adjourned at 7:40 PM

Recorded and transcribed by

Maria Sutherland, City Clerk

Attest

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

Agenda Item Summary

June 8, 2015

Subject: Resolution 15-12 Initial Fire Assessment Resolution

Item No. E-12

Placed on Agenda by: City Manager Deleon

Total Amount of Project:

Staff Review: Yes

Attorney Review: Yes

Recommendation: Approval of Resolution 15-12

Background: As previously briefed, Burton and Associates updated our fire assessment study based on the fire department's calls for service data. For budget purposes, staff is recommending a revenue neutral fire assessment when compared to the current fiscal year. Based on the statistics of call for service data, the study recommended lowering the residential, and institutional, while raising commercial and industrial fire assessments.

On our website, www.avonpark.cc under the **City Council** tab, the public has access to a searchable database by name, address, or parcel strap number. The Burton & Associates final report is also available on the website for download. Prior to approving the final Resolution, we will send out individual notices and advertise with the local newspaper. This is a critical step in the City's budgetary process; accordingly, staff recommends approval.

CITY OF AVON PARK, FLORIDA

**FIRE RESCUE ASSESSMENT
INITIAL ASSESSMENT RESOLUTION**

ADOPTED JUNE 8, 2015

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RESOLUTION NO. 15-12

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK, FLORIDA, RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF FIRE RESCUE ASSESSMENTS THROUGHOUT THE ENTIRE AREA OF THE CITY; ESTIMATING THE TOTAL AMOUNT TO BE FUNDED THROUGH IMPOSITION OF THE FIRE RESCUE ASSESSMENTS FOR FISCAL YEAR 2015-16; ESTABLISHING THE METHOD OF ASSESSING THE FIRE RESCUE ASSESSED COST AGAINST REAL PROPERTY SPECIALLY BENEFITED BY THE PROVISION OF FIRE RESCUE SERVICES AND FACILITIES; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY FIRE RESCUE ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED FIRE RESCUE ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA, AS FOLLOWS:

**ARTICLE I
INTRODUCTION**

SECTION 1.01. AUTHORITY. This Resolution of the City of Avon Park, Florida is adopted pursuant to Article III of Chapter 38 of the Code of Ordinances of the City of Avon Park, Florida, Article VIII, Section 2 of the State Constitution, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes an Initial Assessment Resolution as defined in the Fire Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Fire Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Tax Parcels included in the Fire Rescue Assessment Roll that receive a special benefit from the City's provision of fire rescue services and facilities.

"Assessment Report" means the Fire Rescue Non-Ad Valorem Assessment Study prepared by Burton & Associates.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes. This term shall include the use of land in which lots or spaces are offered for use, rent or lease for the placement of mobile homes, recreational vehicles, or the like.

"City" means the City of Avon Park, Florida.

"City Clerk" means the City Clerk of the City of Avon Park, Florida.

"City Code" means the Code of Ordinances of the City of Avon Park, Florida.

"City Council" means the governing body of the City of Avon Park, Florida.

"City Manager" means the chief administrative officer of the City, or such person's designee responsible for coordinating calculation and collection of Fire Rescue Assessments as provided herein.

"Commercial Property" means those Tax Parcels with a Property Use Category designated as "Commercial" in the Property Use Codes.

"Demand Percentages" means the percentage of demand for fire rescue services and facilities attributable to each Property Use Category determined by analyzing the historical demand for fire rescue services as reflected in the Incident Reports and as described in Sections 1.04 and 3.03 hereof.

"Developed Property" means Tax Parcels that are developed entirely or in part with Buildings.

"DOR Code" means a use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Tax Parcels within the City.

" Dwelling Unit " means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"Excluded Parcels" means Tax Parcels described in Section 3.06 hereof which do not receive a special benefit from fire rescue services and facilities including by way of example and not limitation, right-of-ways and submerged land.

"Exempt Parcels" means Tax Parcels described in Section 3.07 hereof which are expressly exempted from Fire Rescue Assessments by this Resolution.

"FFIRS" means the Florida Fire Incident Reporting System.

"Fire Assessment Ordinance" means Ordinance No. 01-00, as may be amended and supplemented from time to time and as currently codified in Article III of Chapter 38 of the City Code, as may be amended from time to time, or its successor in function.

"Fire Rescue Assessment Roll" means the assessment roll created pursuant to Section 38-83 of the Fire Assessment Ordinance and described in Section 2.02 hereof that includes a summary description of each Tax Parcel subject to Fire Rescue Assessments, the name of the owner of each Tax Parcel as shown on the Tax Roll, and the amount of the Fire Rescue Assessment imposed against each Tax Parcel.

"Fire Rescue Assessment" or "Assessment" means a special assessment (sometimes characterized as a non-ad valorem assessment) imposed hereunder to fund the Fire Rescue Assessed Cost.

"Fiscal Year 2015-16" means the Fiscal Year commencing October 1, 2015.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"General Parcels" means parcels which comprise, collectively, Commercial Property, Industrial/Warehouse Property, Government Property and Institutional Property.

"Government Property" means property owned by the United States of America, the State of Florida, a sovereign state or nation, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

"Incident Report" means an individual report prepared by the City's Fire Department filed with the Florida State Fire Marshal under FFIRS.

"Industrial/Warehouse Property" means those Tax Parcels with a Property Use Category designated as "Ind/Warehouse" in the Property Use Codes.

"Institutional Property" means those Tax Parcels with a Property Use Category designated as "Institutional" in the Property Use Codes, including properties categorized as nursing homes.

"Multi-Family Property" means those Tax Parcels with a Property Use Category designated as "Multi-Family" in the Property Use Codes.

"Property Use Categories" means, collectively, the following categories used to describe the primary use attributed to individual Tax Parcels: Single Family Residential Property, Mutli-Family Property, Industrial/Warehouse Property, Institutional Property and Government Property.

"Property Use Codes" means the property use codes used by FFIRS which correlate with the DOR Codes and Property Use Categories as specified in Appendix C attached hereto.

"Residential Property" means Single Family Residential Property and Multi-Family Property.

"Single Family Residential Property" means Tax Parcels assigned a DOR Code of 01, 02 or 04, including single family residential parcels, mobile home parcels and condominium parcels.

"Tax Parcel" means a parcel of property located within the City to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

"Vacant Parcels" means Tax Parcels which contain no Buildings.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The City enacted the Fire Assessment Ordinance on April 24, 2000, to provide a procedure for the imposition and collection of fire service special assessments, sometimes referred to as non-ad valorem assessments.

(B) In accordance therewith, the City has adopted various resolutions providing for the imposition of Fire Rescue Assessments each Fiscal Year to fund a portion of the costs incurred by the City in providing fire rescue services, facilities and programs to Assessed Property.

(C) The apportionment methodology approved and adopted by such resolutions is a "demand-based" cost allocation system wherein the Fire Rescue Assessed Cost and special benefit conveyed by fire rescue services are allocated among Assessed Property according to the history of calls for services generated by each property use category.

(D) The City recently engaged the consulting firm Burton & Associates to update the historic call analysis and to provide a revised rate structure for the Fire Rescue Services resulting from the updated call analysis.

(E) This Initial Assessment Resolution is adopted for purposes of implementing such revised rate structure, and to direct mailing and publication of notice concerning a public hearing to consider adoption of the Fire Rescue Assessment Roll for Fiscal Year 2015-16.

(F) The City is authorized by Article VIII, Section 2 of the State Constitution, Section 166.021, Florida Statutes, the Fire Assessment Ordinance, the Uniform Assessment Collection Act, and other applicable provisions of law to provide for the imposition and collection of charges in the form of special assessments to fund, in whole or in part, the provision of fire rescue services, facilities and programs.

(G) Fire rescue services, facilities, improvements and programs possess a logical relationship to the use and enjoyment of Developed Property and provide a special benefit to property that is improved by the existence or construction of a Building by: (1) protecting the value of the improvements and structures through the provision of available fire rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of dwellings, improvements and structures within Developed Property; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire rescue program within the City; (4) containing the spread of fire incidents occurring on vacant property with the potential to spread and endanger the structures and occupants of Developed Property; (5) potential increase in value to property; and (6) better service to landowners and tenants.

(H) The Assessment Report has been considered by the City Council in adopting this Resolution. The apportionment methodology and rate classification system described in the Assessment Report and based upon historic calls for service is reasonable and equitable and is also manageable and capable of being fairly implemented from year to year without wasteful or extraordinary consumption of resources.

(I) It is fair and reasonable to use the Property Use Codes and DOR Codes for apportioning the Fire Rescue Assessed Cost because: (1) the Tax Roll database employing the use of such codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and Building size for Developed Property within the City, and (2) the Tax Roll database employing the use of such codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll which compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Assessment Collection Act.

(J) Apportioning the Fire Rescue Assessed Cost among classifications of Developed Property based upon historical demand for fire rescue services is fair and reasonable and proportional to the special benefit received.

(K) The Incident Reports are a reliable data source available to determine the potential demand for fire services from Property Use Categories and to determine the benefit to Assessed Property resulting from the availability of fire rescue services to protect and serve Buildings located within Assessed Property and their intended occupants. There exists sufficient Incident Reports documenting the historical demand for fire services from the Property Use Categories by an examination of such Incident Reports which is consistent with the experience of the City. Therefore, the use of Demand Percentages determined by an examination of Incident Reports is a fair and reasonable method to apportion the Fire

Rescue Assessed Cost costs among the Property Use Categories.

(L) The level of services required to meet the anticipated demand for fire rescue services and the corresponding annual budget required to fund fire services provided to incidents at non-specific property uses would be required notwithstanding the occurrence of any incidents from non-specific property uses. Therefore, the calls to non-specific property uses are omitted from the apportionment methodology and not re-allocated.

(M) The size or the value of Residential Parcels does not determine the scope of the required fire rescue response or the resources deployed in the event of actual response. The potential demand for fire rescue services is driven by the existence of a Building comprising a Dwelling Unit and the anticipated average occupant population.

(N) Apportioning the Fire Rescue Assessed Cost among Single Family Residential Property on a per parcel basis avoids cost inefficiency and unnecessary administration and is a fair and reasonable method of apportionment based upon historical call data.

(O) The risk of loss and the demand for fire rescue services and facilities presented by General Parcels is substantially related to Building size. Because the value and anticipated occupancy of General Parcels is substantially related to Building size, it is fair, reasonable and equitable to allocate the assessment burden on General Parcels containing such Buildings based upon the size of the Building as measured by square footage data maintained by the Property Appraiser or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, the square footage determined by the City.

(P) The allocation of the assessment burden to improved General Parcels by building size is fair and reasonable for the purposes of apportionment because it is a fair and reasonable method of classifying benefited parcels and will apportion costs among benefited parcels that create similar demand for the availability of fire rescue services.

(Q) Based on the configuration of the Tax Parcels comprising the geography of the City, the suppression of fire on Vacant Parcels, including acreage, primarily benefits Developed Property by the containment of the spread of fire rather than the preservation of the value of the Vacant Parcel. Furthermore, due to the very low number of incidents to Vacant Parcels during the call sample period, calls to Vacant Parcels are not included in the final analysis of the fire call database and Vacant Parcels are not subject to the Fire Rescue Assessments.

(R) The apportionment methodology is based in part upon data obtained by the City through reference to the real property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City and each Tax Parcel's status as improved or unimproved. This data can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost effective basis for annual administration and updating of the assessment program.

(S) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon data available from the Property Appraiser, at no additional cost to the Property Appraiser.

(T) The apportionment of Fire Rescue Assessments on the basis of historic calls for service is a fair and reasonable method for allocating potential demand for fire rescue services and facilities and the special benefit conveyed thereby among Developed Property.

(U) All emergency medical service costs have been removed from the Fire Rescue Assessed Cost, and all emergency medical service calls have been removed from the historical call data used to allocate those costs among Assessed Property.

(V) The apportionment method described in the Assessment Report and adopted in Section 3.03 hereof bears a reasonable relationship to the cost of providing fire rescue services and facilities.

(W) It is fair and reasonable to impose Fire Rescue Assessments upon Assessed Property, apportioned in the manner set forth in Section 3.03 hereof, to fund the Fire Rescue Assessed Cost.

(X) Each parcel of Assessed Property will be benefitted by the City's provision of fire rescue services, facilities and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

(Y) The Fire Rescue Assessment imposed pursuant to this Resolution is imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be

construed as ministerial.

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**ARTICLE II
NOTICE AND PUBLIC HEARING**

SECTION 2.01. ESTIMATED FIRE RESCUE ASSESSED COST.

(A) The estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments for Fiscal Year 2015-16 is \$950,000 which represents approximately 60.2% of the City's Fire Department budget for such Fiscal Year. The balance of costs incurred by the City in providing fire protection services and facilities for Fiscal Year 2015-16, as well as all costs incurred in providing emergency medical services, shall be funded by available City revenues other than the Fire Rescue Assessments. None of the costs incurred by the City in providing emergency medical services shall be funded by the Fire Rescue Assessment.

(B) The estimated Fire Rescue Assessments established in this Initial Assessment Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the preliminary Fire Rescue Assessment Roll as provided in Section 2.02 of this Initial Assessment Resolution.

SECTION 2.02. FIRE RESCUE ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Fire Rescue Assessment Roll for Fiscal Year 2015-16, in the manner provided in Section 38-83 of the Fire Assessment Ordinance. The Fire Rescue Assessment Roll shall include all Assessed Property within the City. The City Manager shall apportion the estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Initial Assessment Resolution. A copy of this Initial Assessment Resolution, the Assessment Report which summarizes information and analysis related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the preliminary Fire Rescue Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Fire Rescue Assessment Roll be in printed form if the amount of the Fire Rescue Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. on July 13, 2015, in City Council Chambers at City Hall, 123 East Pine Street, Avon Park, Florida, at which time the City Council will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider adoption of the Final Assessment Resolution imposing Fire Rescue Assessments and the manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Council hereby authorizes and directs the City Manager to publish notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 38-84 of the Fire Assessment Ordinance. The notice shall be published no later than June 23, 2015, in substantially the form attached hereto as Appendix A.

SECTION 2.05. NOTICE BY MAIL. The City Council hereby authorizes and directs the City Manager to provide mailed notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 38-85 of the Ordinance. The notice shall be mailed no later than June 23, 2015, in substantially the form attached hereto as Appendix B.

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**ARTICLE III
ASSESSMENTS**

SECTION 3.01. FIRE RESCUE ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Rescue Assessments are to be imposed throughout the entire area within the boundaries of the City.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Rescue Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien against Assessed Property, equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims until paid.

SECTION 3.03. APPORTIONMENT METHOD.

(A) The apportionment method based upon demand and historic calls for service as described in the Assessment Report is fair and reasonable and is hereby approved and adopted as the methodology for apportioning the costs, benefits and burdens associated with the provision of fire protection services and facilities by the City.

(B) Historical demand for fire rescue services, excluding EMS calls, is identified by Property Use Category through Incident Reports maintained by the City's Fire Department.

(C) Incident Reports describe, inter alia, the real property from which the demand for service originated. The type or use of the real property is specified in the Incident Report by reference to usage codes promulgated by FFIRS. Such usage codes are similar to, and can be correlated with, the DOR Codes assigned to each Tax Parcel by the Property Appraiser for purposes of determining which class description or Property Use Category each Tax Parcel is associated with.

(D) The Property Use Codes identified in Appendix C were used to correlate the Incident Reports with the DOR Codes administered by the Property Appraiser and the Property Use Categories utilized by the calls for service methodology. Such correlation is necessary to allocate the historical demand for fire rescue services as reflected by the Incident Reports for Tax Parcels on the Tax Roll (each of which is attributed a DOR Code) within the Property Use Categories.

(E) A Demand Percentage is determined for each Property Use Category by calculating the percentage that Incident Reports allocated to each Property Use Category bear to the total number of Incident Reports documented for all Property Use Categories within the three-year sampling period (January 1, 2010 through December 31, 2014).

(F) The Demand Percentage for each Property Use Category is applied to the Fire Rescue Assessed Cost and the resulting product is the cost allocation of that portion of the Fire Rescue Assessed Cost allocated to each individual Property Use Category.

(G) Calls to non-specific property uses are omitted from the cost apportionment and not re-allocated consistent with the findings in Section 1.04 hereof.

(H) Apportionment among Tax Parcels of that portion of the Fire Rescue Assessed Costs allocated to each Property Use Category shall be consistent with the following terms:

(1) The Fire Rescue Assessment for each Residential Parcel shall be computed by dividing that portion of the Fire Rescue Assessed Cost attributed to Residential Parcels by the total number of Dwelling Units within the City, and then multiplying the result by the total number of Dwelling Units located on the parcel.

(2) The Fire Rescue Assessment for each General Parcel shall be computed by dividing that portion of the Fire Rescue Assessed Cost attributed to each Property Use Category by the total Building square footage shown on the Tax Roll within the City for each category and multiplying such quotient by the total square feet of all Buildings located or constructed upon each General Parcel.

(3) The suppression of fires on Vacant Parcels primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of Vacant Parcels. Furthermore, due to the relatively low number of incidents to Vacant Parcels during the sample period, calls to Vacant Parcels are not included in the final analysis of the fire call database and Vacant Parcels are not subject to the Fire Rescue Assessments.

(4) The Fire Rescue Assessments for each Tax Parcel comprising a recreational vehicle park regulated under Chapter 513, Florida Statutes, shall be computed as follows: aggregate the amount of square footage for each such Tax Parcel with recreational vehicle park spaces, as reported to the Florida Department of Health, at 1,200 square feet each; mobile home spaces, as reported to the Florida Department of Health, at 2,400 square feet each; and tent spaces, as reported to the Florida Department of Health, at

500 square feet each.

(5) The demand for the availability of fire rescue services may diminish at the outer limit of Building size because a fire occurring at a Building greater than a certain size is not capable of being suppressed under expected conditions. Additionally, the fire flow capacity anticipated at the fire scene under the level of service provided by the assessable costs limits the benefit provided to a Building beyond a certain size. Therefore, it is reasonable to place a cap on the square footage of benefited Buildings associated with General Parcels. The cap for this purpose shall be 115,800 square feet.

(I) The following table describes the Property Use Categories, Demand Percentages, assessment allocation per category, assessment units and the estimated rate schedule for the Fire Rescue Assessments for Fiscal Year 2015-16:

<i>Property Use Category</i>	<i>Demand Percentage (% of calls)</i>	<i>Assessment Allocation</i>	<i>Allocated Units</i>	<i>Assessment Unit</i>	<i>Assessment per Unit</i>
Residential	49.2%	\$466,791	3,661	Dwelling Unit	\$127.50
Commercial	32.7%	\$310,481	2,164,800	Sq. Ft.	\$ 0.143
Ind/Warehouse	4.5%	\$42,825	418,500	Sq. Ft.	\$ 0.102
Govt/Institutional	13.6%	\$129,545	1,909,100	Sq. Ft.	\$ 0.068

(J) The table below presents the square foot ranges applicable to General Parcels up to the maximum structure square footage of 115,800 and the effective square footage assigned to General Parcels within each range.

<i>General Parcel Square Footage Range</i>	<i>General Parcel Effective Square Footage</i>
1 – 1,999	1,000
2,000 – 3,499	2,000
3,500 – 4,999	3,500
5,000 – 9,999	5,000
10,000 – 19,999	10,000
20,000 – 29,999	20,000
30,000 – 39,999	30,000
40,000 – 49,999	40,000
50,000 – 59,999	50,000
60,000 – 69,999	60,000
70,000 – 79,999	70,000
80,000 – 89,999	80,000

90,000 – 99,999	90,000
100,000 – 109,999	100,000
110,000 – 115,800	110,000
>115,800	115,800

(K) The separation of non-residential Buildings into actual square footage is fair and reasonable for the purposes of parcel apportionment because the demand for fire protection availability is determined or measured by the actual square footage of structures and improvements within benefited parcels.

(L) The use of perpetual square footage ranges and rounding conventions are well-established and common practice in assessment apportionment methodologies and represent a reasonable approach to allocating the relative benefit conveyed to each Tax Parcel.

(M) The rates set forth above include costs and expenses incurred in annual administration and collection of the Fire Rescue Assessments. Such rates may be used for Fiscal Years subsequent to Fiscal Year 2015-16.

(N) The City Manager shall have the authority, at any time, upon his own initiative or in response to a petition from the owner of any Tax Parcel subject to a Fire Rescue Assessment, to reclassify Tax Parcels or correct or revise the number of assessment units attributed to Tax Parcels, based upon presentation of competent and substantial evidence (which may include Property Appraiser data, site inspection, aerial photographs, etc.), and correct any error in applying the apportionment method approved herein to any particular Tax Parcel not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Fire Rescue Assessment imposed hereunder. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the City Manager and not the Property Appraiser or Tax Collector.

(O) Any shortfall in the expected Fire Rescue Assessment proceeds due to any reductions, corrections or exemptions from payment of the Fire Rescue Assessments authorized hereunder or required by law shall be paid for by other legally available funds of the City and shall not be paid for by increasing the Fire Rescue Assessment imposed against other Tax Parcels or by proceeds or funds derived from the Fire Rescue Assessments.

(P) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Rescue Assessments shall be utilized for the provision of fire rescue services and facilities. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Rescue Assessments for Fiscal Year 2015-16 and each Fiscal Year thereafter shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 3.06. EXCLUDED PARCELS. (A) Certain Tax Parcels do not receive a special benefit from the provision of fire rescue services and facilities or are infeasible or impractical to assess, and therefore are Excluded Parcels which shall not be subject to the Fire Rescue Assessments contemplated hereunder. Excluded Parcels include those associated with the following DOR Codes used by the Property Appraiser:

- (1) 093 (sub-surface rights)
- (2) 094 (rights-of-way)
- (3) 095 (rivers and lakes)
- (4) 096 (wastelands/dumps)

(B) The foregoing classifications of properties are reasonably determined to be inappropriate, infeasible or impracticable to assess, benefit marginally or create a lesser or nominal demand or burden on the City's costs associated with providing fire rescue services and facilities, and do not merit the expenditure of public funds to impose or collect the Fire Rescue Assessments.

(C) The City Manager may extend the determination as to whether a Tax Parcel constitutes an Excluded Parcel which does not benefit from the provision of fire rescue services and facilities based on the presentation of competent substantial evidence by the property owner or by other means (Property Appraiser data, site inspection, aerial photographs, etc.) as the Fire Rescue Assessment Roll is developed and administered over time. Excluded Parcels are not considered in the apportionment methodology.

SECTION 3.07. EXEMPT PARCELS. (A) Exempt Parcels include those associated with the following DOR Codes used by the Property Appraiser:

- (1) 082 (forest, parks, rec)
- (2) 083 (public schools)
- (3) 084 (colleges)
- (4) 085 (hospitals)
- (5) 086 (county)
- (6) 087 (state)
- (7) 088 (federal)
- (8) 089 (municipal)
- (9) 090 (leasehold interest)
- (10) 091 (utilities)

(B) The foregoing Tax Parcels are Exempt Parcels which are not subject to the Fire Service Assessments contemplated hereunder. Notwithstanding anything herein to the contrary, Tax Parcels owned by the City of Avon Park shall not comprise Exempt Parcels and shall be subject to the Fire Rescue Assessments impose hereunder.

(C) The City Manager may extend the determination as to whether a Tax Parcel constitutes an Exempt Parcel based on the presentation of competent substantial evidence by the property owner or by other means (Property Appraiser data, site inspection, aerial photographs, etc.) as the Fire Rescue Assessment Roll is developed and administered over time. The foregoing classifications of properties not to be assessed do not include Government Property that is leased for private use.

(D) Based upon the foregoing, there are relatively few Exempt Parcels within the City. Using legally available funds other than the proceeds of the Fire Service Assessments, the City shall otherwise fund or contribute an amount equal to the Fire Service Assessments that would have been otherwise derived from Exempt Parcels. Provided, however, the City Council reserves the right and ability in the future to impose Fire Service Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

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**ARTICLE IV
GENERAL PROVISIONS**

SECTION 4.01. AUTHORIZATIONS. The Mayor and any member of the City Council, the City Manager and such other officials, employees or agents of the City as may be designated by the City Manager are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the imposition and collection of the Fire Rescue Assessments contemplated hereunder, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 4.02. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.03. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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SECTION 4.04. EFFECTIVE DATE. This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 8TH DAY OF JUNE, 2015.

CITY OF AVON PARK, FLORIDA

Mayor

ATTEST:

City Manager

APPROVED AS TO FORM:

Gerald T. Buhr
City Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by June 23, 2015

**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of the City of Avon Park will conduct a public hearing to consider the imposition of annual fire rescue special assessments for the provision of fire rescue services within the municipal boundaries of the City of Avon Park.

The hearing will be held at 6:00 p.m. on July 13, 2015, in the Council Chambers, 123 East Pine Street, Avon Park, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council before or during the hearing. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Manager's Office at (863) 452-4400, at least three days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire rescue assessment schedule.

[INSERT TABLE]

A more specific description of the fire rescue services and facilities and the method of computing the assessment for each parcel of property are set forth in Resolution No. 2015-__ (the "Initial Assessment Resolution") adopted by the City Council on June 8, 2015. Copies of the City's Fire Assessment Ordinance (Article III of Chapter 38 of the City Code of Ordinances), the Initial Assessment Resolution and the preliminary Fire Rescue Assessment Roll are available for inspection at City Hall located at 110 East Main Street, Avon Park, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed by the Highlands County tax Collector in November 2015, and each November thereafter, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. If you have any questions, please contact _____ at (863) 453-3565, Monday through Wednesday between 9:00 a.m. and 5:00 p.m.

CITY COUNCIL
CITY OF AVON PARK, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

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

Owner's Name
Address
City, State Zip

Tax Parcel #: _____
Legal: _____

*****NOTICE TO PROPERTY OWNER*****

As required by Section 197.3632, Florida Statutes, notice is given by the City of Avon Park that an annual assessment for fire rescue services using the tax bill collection method may be levied on your property. The purpose of this assessment is to fund fire rescue services benefiting improved property located within the City of Avon Park. The total annual fire rescue assessment revenue to be collected within the City of Avon Park is estimated to be approximately \$950,000 for Fiscal Year October 1, 2015 – September 30, 2016. The annual fire rescue assessment is based on the classification of each parcel of property and number of billing units contained therein. The above parcel has the following units:

Category	Type and Number of Billing Units	Fiscal Year 15-16 Assessment
Total Assessment		

The annual fire rescue assessment for the above parcel is \$_____ for Fiscal Year 2015-16 and future fiscal years.

A public hearing will be held at 6:00 p.m. on July 13, 2015, in the City Council Chambers, 123 East Pine Street, Avon Park, Florida for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City Manager's office at (863) 452-4400, at least three days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Rescue Assessment Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the updated assessment roll are available for inspection at the City Manager's Office, City Hall, located at 110 E. Main Street, Avon Park, Florida.

Both the fire rescue service non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your fire rescue assessment, please contact the City Finance Department at (863) 452-4400, Monday through Friday between 9:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

APPENDIX C

PROPERTY USE CODES

Use Code	Description	Property Use Category
100	Assembly, Other	Govt/Institutional
110	Fixed-use recreation places, other	Commercial
111	Bowling establishment	Commercial
112	Billiard center, pool hall	Commercial
113	Electronic amusement center	Commercial
114	Ice rink: indoor, outdoor	Commercial
115	Roller rink: indoor or outdoor	Commercial
116	Swimming facility: indoor or outdoor	Commercial
120	Variable-use amusement, recreation places, other	Commercial
121	Ballroom, gymnasium	Commercial
122	Convention center, exhibition hall	Commercial
123	Stadium, arena	Commercial
124	Playground	Commercial
129	Amusement center: indoor/outdoor	Commercial
130	Places of worship, funeral parlors, other	Govt/Institutional
131	Church, mosque, synagogue, temple, chapel	Govt/Institutional
134	Funeral parlor	Govt/Institutional
140	Clubs, Other	Commercial
141	Athletic/health club	Commercial
142	Clubhouse	Commercial
143	Yacht Club	Commercial
144	Casino, gambling clubs	Commercial
150	Public or government, Other	Govt/Institutional
151	Library	Govt/Institutional
152	Museum	Govt/Institutional
155	Courthouse	Govt/Institutional
160	Eating, drinking places, other	Commercial
161	Restaurant or cafeteria	Commercial
162	Bar or nightclub	Commercial
170	Passenger terminal, Other	Commercial
173	Bus station	Commercial
180	Studio/theater, Other	Commercial
181	Live performance theater	Commercial
182	Auditorium, concert hall	Commercial
183	Movie theater	Commercial
185	Radio, television studio	Commercial

200	Educational, Other	Govt/Institutional
210	Schools, non-adult, other	Govt/Institutional
211	Preschool	Govt/Institutional
213	Elementary school, including kindergarten	Govt/Institutional
215	High school/junior high school/middle school	Govt/Institutional
241	Adult education center, college classroom	Govt/Institutional
254	Day care, in commercial property	Commercial
255	Day care, in residence, licensed	Commercial
300	Health care, detention, & correction, Other	Govt/Institutional
311	24-hour care Nursing homes, 4 or more persons	Govt/Institutional
321	Mental retardation/development disability facility	Govt/Institutional
322	Alcohol or substance abuse recovery center	Govt/Institutional
323	Asylum, mental institution	Govt/Institutional
331	Hospital - medical or psychiatric	Govt/Institutional
332	Hospices	Govt/Institutional
340	Clinics, doctors offices, hemodialysis cntr, other	Govt/Institutional
341	Clinic, clinic-type infirmary	Govt/Institutional
342	Doctor, dentist or oral surgeon office	Govt/Institutional
343	Hemodialysis unit	Govt/Institutional
361	Jail, prison (not juvenile)	Govt/Institutional
363	Reformatory, juvenile detention center	Govt/Institutional
365	Police station	Govt/Institutional
400	Residential, Other	Residential
419	1 or 2 family dwelling	Residential
429	Multifamily dwelling	Multi Family
439	Boarding/rooming house, residential hotels	Multi Family
449	Hotel/motel, commercial	Commercial
459	Residential board and care	Multi Family
460	Dormitory-type residence, other	Multi Family
464	Barracks, dormitory	Multi Family
500	Mercantile, business, Other	Commercial
511	Convenience store	Commercial
519	Food and beverage sales, grocery store	Commercial
529	Textile, wearing apparel sales	Commercial
539	Household goods, sales, repairs	Commercial
549	Specialty shop	Commercial
557	Personal service, including barber & beauty shops	Commercial
559	Recreational, hobby, home repair sales, pet store	Commercial
564	Laundry, dry cleaning	Commercial
569	Professional supplies, services	Commercial
571	Service station, gas station	Commercial

579	Motor vehicle or boat sales, services, repair	Commercial
580	General retail, Other	Commercial
581	Department or discount store	Commercial
592	Bank	Commercial
593	Office: veterinary or research	Commercial
596	Post office or mailing firms	Govt/Institutional
599	Business office	Commercial
600	Ind., utility, defense, agriculture, mining, other	Ind/Warehouse
610	Energy production plant, Other	Ind/Warehouse
614	Steam or heat-generating plant	Ind/Warehouse
629	Laboratory or science laboratory	Ind/Warehouse
631	Defense, military installation	Govt/Institutional
635	Computer center	Ind/Warehouse
639	Communications center	Ind/Warehouse
640	Utility or Distribution system, Other	Ind/Warehouse
642	Electrical distribution	Ind/Warehouse
644	Gas distribution, gas pipeline	Ind/Warehouse
647	Water utility	Ind/Warehouse
648	Sanitation utility	Ind/Warehouse
669	Forest, timberland, woodland	Excluded
700	Manufacturing, processing	Ind/Warehouse
800	Storage, Other	Ind/Warehouse
807	Outside material storage area	Ind/Warehouse
808	Outbuilding or shed	Ind/Warehouse
880	Vehicle storage, Other	Ind/Warehouse
881	Parking garage, (detached residential garage)	Ind/Warehouse
882	Parking garage, general vehicle	Ind/Warehouse
888	Fire station	Govt/Institutional
891	Warehouse	Ind/Warehouse
898	Dock, marina, pier, wharf	Ind/Warehouse
899	Residential or self-storage units	Ind/Warehouse
900	Outside or special property, Other	Ind/Warehouse
919	Dump, sanitary landfill	Ind/Warehouse
921	Bridge, trestle	Govt/Institutional
926	Outbuilding, protective shelter	Ind/Warehouse
931	Open land or field	Excluded
935	Campsite with utilities	Excluded
936	Vacant lot	Excluded
938	Graded and cared-for plots of land	Excluded
940	Water area, Other	Excluded
941	Open ocean, sea or tidal waters	Excluded

946	Lake, river, stream	Excluded
951	Railroad right-of-way	Excluded
960	Street, Other	Excluded
961	Highway or divided highway	Excluded
962	Residential street, road or residential driveway	Excluded
963	Street or road in commercial area	Excluded
965	Vehicle parking area	Commercial
981	Construction site	Commercial
982	Oil or gas field	Ind/Warehouse
983	Pipeline, power line or other utility right-of-way	Excluded
984	Industrial plant yard - area	Ind/Warehouse
5001	Kiosks	Commercial
6001	Wood Milling	Commercial
	Blank/Unknown	Excluded
NNN	None	Excluded
UUU	Undetermined	Excluded

AGREEMENT OF PURCHASE AND SALE OF LAND

THIS AGREEMENT OF PURCHASE AND SALE OF LAND (this "Agreement") is made as of this ____ day of _____, 2015, by and between **SCARBOROUGH INVESTMENTS, INC.**, a Florida corporation, whose business address is 1952 COUNTY ROAD 29, LAKE PLACID, FLORIDA 33852 ("Seller") and the CITY OF AVON PARK, a Florida municipal corporation, with principal offices at 110 East Main Street, Avon Park, FL 33825, ("Purchaser").

ARTICLE I.

Sale and Purchase

Section 1.1. Purchase. For and in consideration of the Purchase Price and the mutual promises, covenants, representations, warranties, and agreements contained in this Agreement, Seller shall sell and convey, and Purchaser shall purchase, in fee simple all of that property, and improvements thereon, located in Highlands County, Florida, and described in Exhibit A, attached hereto and incorporated herein by reference, along with all rights, titles, and interests appurtenant thereto (the "Property").

Section 1.2. The Purchase Price and the Deposit.

(a) The Purchase Price to be paid by Purchaser to Seller for the Property shall be One Million, One Hundred and Twenty-Five Thousand and 00/100 Dollars (\$1,125,000.00) ("Purchase Price"), subject to prorations and adjustments described in Article VI, below.

(b) A first deposit (the "Initial Deposit") in the amount of Twelve Thousand and 00/100 Dollars (\$12,000.00) shall be paid to a non-interest-bearing trust account of the law firm of Swaine & Harris, P.A. (the "Escrow Agent") within ten (10) calendar days after the execution of this Agreement by the parties and receipt of an executed copy by Purchaser. Except as otherwise provided in Sections 4.2 (Historic Status), 5.2 (Title Inspection, Survey), and 7.2 (Seller's Default), below, such Initial Deposit shall be retained by Seller if on or before the expiration of the Feasibility Period (defined below), Purchaser provides written notice to Seller that the Purchaser has determined, in its sole unfettered discretion, not to go forward with the purchase of the Property, and in such case, this Agreement shall terminate, and be of no further force and effect.

(c) If Purchaser does not elect to terminate this Agreement before the expiration of the Feasibility Period, this Agreement shall continue in full force and effect and Purchaser shall pay an additional One Hundred Thousand and 00/100 Dollars (\$100,000.00) to the Escrow Agent within ten (10) calendar days after the end of the Feasibility Period for a total of One-Hundred and Twelve Thousand and 00/100 Dollars (\$112,000.00) to be held in a non-interest-bearing trust account by the Escrow Agent. Such One-Hundred and Twelve Thousand and 00/100 Dollars (\$112,000.00) sum to be held by the Escrow Agent is referred to hereinafter as the "Deposit".

(d) The remaining One Million and Thirteen Thousand and 00/100 Dollars (\$1,013,000.00) of the Purchase Price shall be paid at Closing (defined below).

ARTICLE II.

Representations and Warranties of Seller

Seller, based upon the due inquiry of individuals familiar with the Property and/or beneficiaries of Seller as to matters addressed in this Article, represents and warrants to Purchaser:

Section 2.1. Legal Status. Seller is a duly formed and validly existing corporation, existing under the laws of the State of Florida. Seller and the signatory on behalf of Seller have all legal right and power to execute this Agreement, and to carry out its terms and conditions, and Seller has taken all requisite actions for the execution of this Agreement and the consummation of Seller's transactions contemplated by this Agreement.

Section 2.2. No Withholding Requirement. Seller is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), the transaction contemplated hereby does not constitute a disposition of a U.S. real property interest by a foreign person, and at Closing, no person, including without limitation Purchaser and its counsel and the Title Company (defined below), shall be subject to the withholding requirements of section 1445 of the Code. At Closing, Seller shall deliver to Purchaser and the Title Company an affidavit stating, under the penalties of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person, it being understood and agreed by Seller that Purchaser may be required to file said affidavit with the Secretary of the Treasury pursuant to applicable regulations.

Section 2.3. No Contemporaneous Agreements. Seller has not and will not after the execution of this Agreement and during the term and pendency of this Agreement, contract with others for the sale or lease of the Property, grant any easement or in any way encumber the Property or title thereto. Seller retains all rights to contract for the management, harvesting, and sale of all citrus crops prior to Closing.

Section 2.4. Compliance with Other Instruments, etc. Neither the entering into this Agreement, nor the consummation of the transaction contemplated in this Agreement, shall constitute, or result in, a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject, or by which it or any of its assets may be bound.

Section 2.5. No Default. Seller has received no written notice or other record of any default or breach by Seller under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property and no such default or breach now exists.

Section 2.6. Mechanics' Liens. No work has been performed or is in progress at, and no materials have been furnished to, the Property which though not presently the subject of a lien might give rise to mechanics', materialmen's or other liens against Seller's interest in the Property or any improvements later erected on the Property.

Section 2.7. Compliance with Laws, etc. Neither the entering into this Agreement nor the consummation of the transaction contemplated shall constitute or result in a violation or breach by

Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or shall result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending against Seller or the Property which would: (i) prevent the transaction contemplated by this Agreement, (ii) adversely affect the title to the Property, (iii) question the validity or enforceability of the transaction contemplated by this Agreement, or (iv) question the validity or enforceability of any action taken pursuant to this Agreement in any court, or before, or by, any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions and the consummation of the transaction contemplated in this Agreement.

Section 2.8. Violations. To the best of Seller's knowledge, information, and belief, there are no violations of, and Seller has received no notice or other record of any violations of, any federal, state or local laws, ordinances, orders, regulations, and requirements affecting the Property.

Section 2.9. Binding Commitments. Seller has not made and shall not make any commitments or representations to any governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity that would in any manner be binding upon Purchaser or the Property.

Section 2.10. General Condition of Property. The Property is currently unimproved, free of any and all leases, tenancies or claims of occupancy of any kind. To the best of Seller's knowledge, information, and belief, no cemeteries, graveyards or other facilities for the interment of human or animal remains are located on any part of the Property.

Section 2.11. Special Assessments. No portion of the Property is subject to or is affected by any special assessment for improvements completed prior to the effective date of this Agreement, whether or not there is presently a lien on the Property, and to the best of Seller's knowledge, information, and belief, no such assessment has been proposed.

Section 2.12. Hazardous Materials and Endangered Species. To the best of Seller's knowledge, information, and belief, after reasonable inquiry, there is no asbestos, radon, PCB's, fluorocarbons, oil and other petroleum products, flammable explosives, radioactive materials, or other Hazardous Substances (defined below) on, in, under or about the Property. Seller has not used, generated, stored, transported, manufactured, treated, released or disposed of any Hazardous Substances on, in, under, or about the Property.

To the best of Seller's knowledge, information, and belief, there are not presently, and there have never been, any storage tanks on, in or about the Property. Seller has no actual knowledge that the Property is in violation of any Environmental Laws as defined herein, and to the best of Seller's knowledge, information, and belief, the Property is not currently under investigation by any such agency.

To the best of Seller's knowledge, information, and belief, there are no Endangered Species (defined below) on the Property, and to the best of Seller's knowledge, information, and belief, there are no man-made conditions on or affecting the Property for which a valid building permit could not be applied for and obtained by the necessary governmental authorities.

With respect to the terms "Hazardous Substances," "Environmental Laws," and "Endangered Species," they shall have the following meanings and definitions:

(i) Hazardous Substances: means substances defined as a "hazardous substance" or "toxic substance" in the Environmental Laws in effect on the date any representation or warranty is made pursuant to this Agreement and any other substances considered hazardous, toxic or otherwise harmful pursuant to any other applicable laws or regulations relating to pollution or protection of human health or the environment.

(ii) Environmental Laws: shall include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.; the Clean air Act, 42 U.S.C. 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2602, et. seq.; the Safe Drinking Water Act, 42 U.S.C. 300f, et. seq.; the Florida Air and Water Pollution Control Act, Chapter 403, *Florida Statutes*; and any other federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this Agreement, as any of the preceding may be amended from time to time.

(iii) Endangered Species: means those species of flora and fauna and their critical habitats defined as endangered or threatened by the Endangered Species Act of 1973 (16 U.S.C. Section 1531. et seq.), as amended or by any other federal, state or local law, ordinance, rule or regulation.

All statements made "as to the best of Seller's knowledge" are not a guarantee or warranty as to the statements being made. Purchaser will conduct its own environmental study and will rely upon that analysis in deciding whether to purchase the Property.

The use of approved chemicals as directed on the instructions for farming purposes and in accordance with all applicable Environmental Laws and with best management practices shall not be considered hazardous substances. Seller agrees to fully cooperate with Purchaser's environmental consultants performing due diligence on the Property, and shall divulge any and all chemicals used on the Property, where related to farming or not. This shall include an identification of any locations known to Seller after reasonable inquiry, associated with any buried equipment or other refuse (including without limitation, drums, smudge pots, etc.,) or cattle dipping locations.

Section 2.13. Operation until Closing. Between the effective date and Closing, Seller shall operate the Property only in accordance with law. This Agreement will in no way affect or restrict any and all uses that Seller may currently lawfully operate on the Property.

Section 2.14. Full Disclosure. Seller knows of no materially adverse fact affecting or threatening to affect the Property which has not been disclosed to Purchaser in this Agreement.

Section 2.15. Litigation. There are no actions, suits, proceedings or investigations pending or threatened, against Seller or the Property affecting any portion of the Property, including, but not limited to, condemnation actions.

Section 2.16. Parties in Possession. There are no tenants or parties other than Seller in possession or with a right to possession of any portion of the Property.

Section 2.17. Completeness of Representations. No representation or warranty made by Seller in this Agreement intentionally contains any untrue statement of a material fact or intentionally omits to state any material fact necessary to make the statements contained not false or misleading.

Upon knowledge by Seller of any untruth or inaccuracy in any representation or warranty made by Seller or of any change in facts which are the subject of any representation or warranty made by Seller, Seller shall send notice to Purchaser of the nature of any such matter promptly.

If Purchaser discovers during the course of its study of the Property that any representation or warranty of Seller was untrue or inaccurate when made by Seller, Purchaser shall send Seller notice of any such matter promptly. Seller shall have the opportunity to cure the cause of such untruth or inaccuracy within thirty (30) days after either (i) Seller's knowledge of such untruth or inaccuracy; or (ii) Seller's receipt of notice from Purchaser describing such untruth or inaccuracy, during which time Seller shall exercise due diligence and good faith in endeavoring to cure the cause of such untruth or inaccuracy or to determine the validity of Purchaser's discovery.

Section 2.18. Deliveries at Closing. Seller shall deliver at Closing all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement.

ARTICLE III.

Survival of Representations and Warranties

Section 3.1. Survival and Merger. The representations and warranties set forth in Article II of this Agreement shall be deemed to have been made again on and as of the date of Closing and the execution, delivery, and recordation of the instrument of conveyance as described in Section 5.1 hereof, shall survive Closing for a period of one year and shall not be merged following Closing. Seller agrees to indemnify and hold Purchaser harmless from any claims, liabilities, damages or expenses, including without limitation, reasonable attorneys' fees and costs, through appeals, which Purchaser may incur by reason of any material breach of Seller's representations and warranties. Further, Purchaser shall have the right to exercise any and all legal and equitable rights and remedies, to recover for any losses, damages, costs or expenses (including, without limitation, reasonable attorneys' fees and costs, through appeals), for any breach of Seller's representations and warranties.

ARTICLE IV.

Conditions Precedent

In addition to any other provisions of this Agreement relating to covenants and conditions of Closing, the obligations of Purchaser are expressly conditioned upon the following:

Section 4.1. Documents and Feasibility Period. Within ten (10) days after the effective date, Seller shall deliver to Purchaser's attorney copies of all documents or materials in Seller's possession or control regarding the Property including, without limitation, soil tests, environmental assessments, any previous survey of the Property, analyses and engineering studies and data, and title documents (except for documents containing confidential or proprietary information relating to Seller) which documents and materials are hereinafter collectively referred to as the "Seller's Submission".

Purchaser will have until December 28, 2015 (the "Feasibility Period") to conduct such due diligence reviews and inspections of the Property, including without limitation, economic, feasibility, environmental and engineering studies, physical inspections and tests, community research, and any other studies, tests or inspections that Purchaser deems necessary or prudent in Purchaser's sole, unfettered discretion, to determine the suitability of the Property for the Intended Use (defined below). During the Feasibility Period, Purchaser may also apply for all zoning changes and regulatory permits required for Purchaser's Intended Use. If during the Feasibility Period, Purchaser determines in its sole, unfettered discretion, that the transaction contemplated hereby would not be in the best interest of Purchaser, Purchaser may terminate this Agreement by written notice to Seller and Seller may retain Purchaser's Initial Deposit of \$12,000.00 as consideration for holding the Property for Purchaser.

Purchaser will indemnify and hold Seller harmless for losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability to any person arising from the conduct of the Purchaser as a result of the Purchaser's due diligence reviews and inspections of the Property. Purchaser will not engage in any activity during its due diligence reviews and inspections of the Property that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction for the Property does not close, Purchaser will, at Purchaser's expense, (i) repair all damages to the Property resulting from Purchaser's due diligence reviews and inspections of the Property and reasonably return the Property to its current condition and (ii) release to Seller all reports and other work generated as a result of Purchaser's due diligence reviews and inspections of the Property. Notwithstanding the foregoing, Purchaser shall not be deemed or construed to waive any privilege, immunity or other protection available to Purchaser under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes. Likewise, any claim brought against Purchaser under this Article shall comply with the procedural requirements and pre-suit conditions contained in Section 768.28, Florida Statutes.

The term "Intended Use" shall refer to a treated effluent wastewater rapid infiltration pond or other wastewater disposal facilities such as rapid infiltration basins, subsurface percolation, or any combination of these facilities and any related appurtenances.

Purchaser may, at its expense, proceed with such necessary applications to obtain permission for the Intended Use following the execution and delivery of this Agreement and reasonable inspections, engineering and hydrogeological analyses, and studies, in order to ascertain regulatory verification and approval of the suitability of the Property for the Intended Use.

Seller shall cooperate with and assist Purchaser by permitting applications and other documents to be filed, and by executing such applications, plats, permits, easements, covenants, restrictions, approvals, consents, and other instruments and documents as are necessary or desirable in the pursuit of the Intended Use. Seller shall not be responsible for any fees, including, without limitation, any legal or consulting fees, nor for any other expenses incurred by Purchaser relating to Seller's cooperation with Purchaser.

Seller authorizes Purchaser and Purchaser's agents to enter the Property during the term of this Agreement to perform Purchaser's due diligence and other reviews, surveys, etc., and to make all inquiries of appropriate governmental authorities with respect to the Property, as Purchaser, in its good faith, reasonable judgment, deems necessary, with at least three (3) days' notice to Seller.

Section 4.2. Historic Status. On the effective date and on the day of Closing, there shall not be threatened or pending any designation or application for designation or other proceeding with any federal, state or local governmental institution whereby the Property would be declared a historic district or site so as in any way to restrict, impede or subject construction of the Intended Use to additional review or regulation by any federal, state or local governmental institution. In the event of the existence of any such threatened or pending designation, application or proceeding, Purchaser shall have the right to terminate this Agreement and have all Deposits paid under Section 1.2, including the Initial Deposit, returned.

Section 4.3. Seller's Use During Feasibility Period. Seller may use the Property during the Feasibility Period as it has used it in the past for all agricultural purposes in accordance with all appropriate best management practices under federal and state laws and rules.

ARTICLE V.

Covenants and Conditions of Closing

The obligations of the parties shall be subject to the fulfillment of the following covenants and conditions on or prior to Closing, and the parties agree to fulfill such covenants and conditions:

Section 5.1. Instrument of Conveyance. Seller shall execute and deliver to Purchaser a special warranty deed, as shall be required to convey to Purchaser, its assigns, designee or nominee, good and marketable title to the Property, free from all liens and encumbrances except:

- a. Taxes for the year of Closing, which shall be prorated between the Parties based on the Closing date.
- b. Zoning and ordinances; and
- c. Matters of record set forth in Schedule B-2 of the title commitment that are accepted by

- the Purchaser, pursuant to Section 5.2, below; and
- d. Easements for public utilities visible or of record which do not interfere with Purchaser's Intended Use of the Property; and
- e. That certain Right of First Refusal as described in Section 5.6, below.
- f. Encroachments revealed by the survey conducted by Purchaser that are accepted by Purchaser, pursuant to Section 5.2, below.

The instrument of conveyance shall be in form and substance satisfactory to Purchaser, in proper form for recording. Purchaser's satisfaction of the form and substance of the instrument of conveyance shall not be unreasonably withheld.

Seller shall deliver, at Closing, (i) an affidavit with respect to the Property in form sufficient to eliminate any standard exceptions to Buyer's final policy of title insurance; and (ii) a certificate and affidavit of non-foreign status; and (iii) an affidavit signed by all members of the Seller's board of directors providing that they constitute all members of the board of directors and that the sale contemplated herein was properly authorized by the corporation; and (iv) any and all other documents necessary to effect Closing, including, but not limited to a Closing statement setting forth the charges, adjustments and credits to each party, and all other documents as may be required by the title commitment.

Drafts of the instrument of conveyance and any other documentation to be delivered by Seller at Closing shall be delivered to Purchaser for review not later than fifteen (15) calendar days prior to the date of Closing.

Section 5.2. Title Inspection, Survey. Within twenty (20) days of execution of this Agreement, Seller shall obtain at its own cost, from the title company of its selection duly licensed in Florida, (the "Title Company") a commitment to issue a title policy covering the Property (the "Title Commitment") and provide such Title Commitment to Purchaser. Purchaser shall have the right to object to any exceptions listed in the Title Commitment, and not otherwise excepted herein, by giving written notice to Seller within fourteen (14) calendar days after Seller delivers the Title Commitment to Purchaser.

If Purchaser provides written notice of objection to any exception(s) listed in the Title Commitment as provided for in this Section, Seller, in Seller's sole and absolute discretion, shall elect, within five (5) business days after receipt of such written notice by Purchaser, either to (i) endeavor to cure or remove any one or more of such title objections, or (ii) terminate this Agreement, by providing notice to Purchaser to that effect within such five (5) day period.

If Seller elects to cure or remove any exception, it shall have a reasonable time, not to exceed ninety (90) days, to cure or remove the exception as an exception to title.

Failure to provide notice to Purchaser of Seller's election, as described above, shall be deemed to constitute Seller's election to terminate this Agreement.

For three (3) business days following written notice to Purchaser of Seller's actual or deemed election to terminate this Agreement, Purchaser shall have the right to waive any one or more of such title exceptions that Seller has not elected to cure or remove, thereby rescinding Seller's election to

terminate this Agreement on such grounds and agreeing to take title to the Property subject to such title exceptions. Purchaser shall not be deemed to have exercised the right to waive any one or more title exception(s) unless evidenced in writing and signed by an authorized representative of Purchaser.

In the event that Seller fails to cure or remove any exception that it has agreed to cure or remove within the ninety (90) day period, Purchaser shall have the option, in Purchaser's sole and absolute discretion, either to (a) terminate this Agreement, in which case, all Deposits paid under Section 1.2, including the Initial Deposit, shall be returned to Purchaser, or (b) proceed to Closing without reduction in Purchaser Price (except that any unpaid and unsatisfied liens, judgments, and unsatisfied mortgages, together with any interest and penalties, existing at Closing may be paid by Purchaser at Closing out of Seller's sale proceeds).

From and after the effective date, Seller shall not (i) grant any mortgage, deed of trust, or other financial lien secured by the Property, unless it will be discharged at the Closing; or (ii) place any easement, covenant, lease, restriction or other encumbrance upon the Property, without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed.

At Closing, an owner's policy of title insurance or irrevocable commitment to issue the same will be delivered to Purchaser, with liability in the amount of the Purchase Price issued by the Title Company, at Seller's cost, insuring that fee title to the Property vests in Purchaser subject only to the permitted exceptions provided for in Section 5.1, above.

Within thirty (30) days of receipt of the Title Commitment, Purchaser will obtain a survey (the "Survey") of the Property. Purchaser shall have the right to object to any encroachments revealed by the Survey, and not otherwise excepted herein, by giving written notice to Seller within fourteen (14) calendar days after receipt of the Survey and any such encroachments shall be treated in the same manner as title exceptions

Seller will deliver the Property to the Purchaser at Closing in its present "as is" condition, with conditions resulting from Purchaser's inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without Purchaser's prior written consent.

Section 5.3. Risk of Loss. The risk of loss or damage to the Property shall be retained by Seller until the date of Closing, at which time the risk of loss or damage to the Property shall shift to Purchaser.

Section 5.4. Original Documents. At Closing, Seller shall deliver to Purchaser all original documents pertaining to the Property which Seller has in its possession or control, if any exist. If none exist, then Seller shall deliver to Purchaser a statement to that effect.

Section 5.5. Satisfaction of Liens. Prior to Closing, any and all mortgages, deeds of trust, or liens, of any type whatsoever, with respect to the Property, or as to which it may be subject, and any *lis pendens* that may have been filed, shall have been satisfied or otherwise released of record by Seller, or provision satisfactory to Purchaser shall have been made by Seller for its full and complete release.

Section 5.6. Right of First Refusal. The Purchaser shall take title to the Property subject to the Right of First Refusal as provided for in Exhibit B, attached hereto and incorporated herein. At Closing, the Purchaser shall execute and deliver the Right of First Refusal, with exhibits, in the form attached hereto and incorporated herein as Exhibit B., Seller, at its sole cost, may record the executed Right of First Refusal. This Paragraph shall survive the Closing.

ARTICLE VI.

Closing

Section 6.1. Closing. The Closing Date will be on or before March 30, 2016, ("Closing") unless either party has previously notified the other of termination as permitted by the terms of this Agreement.

The remainder of the Purchase Price (the Purchase Price less the Deposit already paid by Purchaser) shall be paid by Purchaser to Seller by wire transfer at Closing.

Closing will take place at the office of Swaine & Harris, P.A., and may be conducted by mail or electronic means.

Section 6.2. Apportionment. Ad valorem and other taxes for the year of Closing shall be prorated between the parties, based on the Closing date.

Any special assessments applicable to the Property, whether payable in a lump sum, in installments or otherwise, and any rollback or similar taxes, shall be paid by Seller, provided such assessments or taxes are due and payable for the period prior to Closing, even if not actually required to be paid until after Closing.

Seller shall pay Seller's attorneys' fees, the premium for an owner's title insurance policy, state transfer tax (documentary stamp taxes), and any county transfer tax.

Recording fees and other filing or similar fees shall be paid by Purchaser. Purchaser shall pay all costs associated with any financing obtained by Purchaser and Purchaser's attorneys' fees.

All notary fees and other Closing costs not specifically provided for herein shall be split equally between Purchaser and Seller.

Section 6.3. Possession. Seller shall surrender possession of the Property to Purchaser at Closing.

Section 6.4. Waiver. Purchaser reserves the right to waive, in whole or in part, any provision that is solely for the benefit of Purchaser. Seller reserves the right to waive, in whole or in part, any provision that is solely for the benefit of Seller. A waiver of any right will not constitute a continuing waiver of that right.

ARTICLE VII.

Default and Termination

Section 7.1. Purchaser's Default. If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions that constitute a default by Purchaser under this Agreement, Seller shall be entitled to:

- (i) waive any such breach and proceed to Closing, or
- (ii) terminate this Agreement and retain any portion of the Deposit actually paid or due to be paid under Paragraph 1.2 as of the date of Purchaser's default, without further recourse or recovery, or
- (iii) if Purchaser's default occurs prior to the end of the Feasibility Period, terminate this Agreement, retain the Initial Deposit, and exercise any other legal and equitable rights or remedies available to it to recover costs and expenses associated with the performance of this Agreement, except that any liability of Purchaser beyond the Initial Deposit pursuant to this clause shall be strictly limited to no more than \$20,000.

Section 7.2. Seller's Default. If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions that constitute a default by Seller under this Agreement, Purchaser shall be entitled to:

- (i) waive any such breach and proceed to Closing, or
- (ii) terminate this Agreement and receive a refund of all deposits paid under Paragraph 1.2 (b), herein, including the Initial Deposit, or
- (iii) seek specific performance of this Agreement, except with respect to the clearance of title exceptions where Seller elects not to do so, which shall be treated as provided in Section 5.2, or
- (iv) exercise any other legal and equitable rights or remedies available to it to recover costs and expenses associated with the performance of this Agreement.

Section 7.3. Notice of Default. No default or failure by Purchaser or Seller with regard to any act required by either party shall result in the termination or limitation of any right of, or availability of any remedy in favor of, Purchaser or Seller unless or until the other party shall have notified, by written notice, the defaulting party of such failure or default and the defaulting party shall have failed to remedy such failure or cure such default within fifteen (15) days after receipt of such notice.

If a dispute arises between the parties to the transaction as to the disposition of the Deposit, the party holding the Deposit shall (i) hold the Deposit until the party receives a disposition of Deposit agreement signed by Seller and Purchaser authorizing the disposition of the funds, or (ii) hold the Deposit until such time as one of the parties to this Agreement files suit and the court in which the suit is filed orders the disbursement of these funds, or (iii) may pay the Deposit into the court by filing an action of interpleader.

ARTICLE VIII.

Broker's Fees, Attorneys' Fees & Post-Closing Use of Property by Seller

Section 8.1. Broker's Fees & Attorneys' Fees. Buyer and Seller both represent and warrant to the other that neither has dealt with any real estate broker, agent or finder in connection with the transaction described in this Agreement. Each party further warrants to the other that any broker fee or commission due to any broker which it employs shall be that party's own sole responsibility, and the party not retaining that broker shall not be responsible for any portion of the other party's broker fee or commission and shall be indemnified and held harmless by the other party from any such broker fee or commission. Each party shall pay its own attorneys' fees in connection with any transaction contemplated by this Agreement.

Section 8.3. Immunity Notwithstanding anything else contained in this Agreement including, but not limited to, any provisions for indemnification, Purchaser shall not be deemed or construed to waive any privilege, immunity or other protection available to Purchaser under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes. Likewise, any claim brought against Purchaser under this Article shall comply with the procedural requirements and pre-suit conditions contained in Section 768.28, Florida Statutes.

ARTICLE IX.

General Provisions

Section 9.1. Modifications and Waivers. No modification, waiver, amendment, discharge or change of this Agreement, except as otherwise provided, shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is sought. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged.

Section 9.2. Litigation Expenses. If either party is required or elects to take legal or equitable action against the other to enforce the non-defaulting party's rights under this Agreement, or to require performance by the defaulting party of its obligations under this Agreement, then the losing party shall be liable to the prevailing party for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party in such action, including such fees and costs through appeals, which fees and costs shall be paid immediately upon judgment by the court thereon becoming final. A party is deemed to have prevailed if it obtains a judgment in its favor which substantially provides for the relief contemplated either in its complaint or responsive pleading.

Section 9.3. Successors and Assigns. All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective legal representatives, successors, and assigns.

Section 9.4. Governing Law. This Agreement will be performed in the State of Florida and will be construed and enforced in accordance with the governing laws of Florida.

Section 9.5. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement:

A. shall be in writing to the respective addresses of each party stated in the preface of this Agreement or to such other address as the party may designate in writing to the other party, and

B. shall be deemed to have been provided on the earlier of:

(1) forty-eight (48) hours after having been sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested;

(2) the next business day after having been deposited (in time for delivery by such service on such business day) with Fed Ex or another courier service; or

(3) if such party's receipt is acknowledged in writing as having been given by hand or other actual delivery, including delivery by electronic mail message, to such party.

Section 9.6. Exhibits. All exhibits and schedules attached are incorporated by reference into this Agreement.

Section 9.7. Severability. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

Section 9.8. Construction. Each party and its counsel has reviewed and revised (or requested revisions of) this Agreement, and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be applicable in the construction and interpretation of this Agreement. The parties acknowledge that all of the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel if so desired, is acting to protect its own interests.

Section 9.9. Time Periods. Any time period which expires on, or any date which occurs on, a Saturday, Sunday or legal United States holiday, shall be deemed to be postponed to the next business day. The first day of any time period which runs "from" or "after" a given day shall be deemed to occur on the day after that given day. All days unless otherwise so stated, are to be calendar days.

Section 9.10. Captions. The captions of this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any term.

Section 9.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 9.12. Offer and Acceptance; Effective Date. This Agreement has been executed first by Purchaser and shall be deemed a continuing offer of Purchaser to purchase the Property from Seller for fifteen (15) business days after the date of Purchaser's execution. The date that Seller executes this Agreement and so notifies Purchaser shall be the effective date.

Section 9.13. Authority to Execute this Agreement. Each individual executing this Agreement on behalf of the party for whom he or she is executing this Agreement hereby warrants and represents that he or she has full, actual, and apparent authority to bind the party to the terms and conditions of this Agreement.

Section 9.14. Venue. Purchaser and Seller agree that any suit, action, or other legal proceeding arising out of or relating to this Agreement may be brought in a court of record of the State of Florida in Highlands County or in the United States District Court with jurisdiction, except that the parties waive the right to federal jurisdiction by diversity. Seller and Purchaser hereby waive their rights to trial by jury and consent to any action arising pursuant hereto to be heard by bench trial.

Section 9.15. Annexation

Seller owns certain additional real property (the "Annexation Property") located in the vicinity of the Property for which Annexation Property Seller wishes to obtain utility services from Purchaser for the purposes of development of the Annexation Property. Purchaser is willing to provide such services, at the prevailing fees and charges for such connections at the time of connection, on certain terms and conditions, as more particularly described in the annexation agreement (the "Annexation Agreement"), attached hereto and incorporated herein as Exhibit C. Upon the Closing of the sale contemplated by this Agreement, Seller and Purchaser shall execute and deliver the Annexation Agreement, which shall be recorded in the Public Records of Highlands County, Florida. This Section shall survive the Closing.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party listed below has executed this Agreement on the day and year written below his/her signature.

SELLER:

Scarborough Investments, Inc., a Florida corporation

Printed name: _____

By: _____
Bobby Scarborough, President

Printed name: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this _____ day of _____, 2015, before me, an officer duly qualified to take acknowledgments, personally appeared Bobby Scarborough, as President of Scarborough Investments, Inc., a Florida corporation, to me known or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

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

Notary Public, State of Florida

Signature: _____

Printed name: _____

Commission No.: _____

My Commission Expires: _____

PURCHASER:

CITY OF AVON PARK, FLORIDA a Florida municipal corporation

Attested by: _____
Maria Sutherland, Interim City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS TO FORM AND CONTENT

Gerald T. Buhr, City Attorney

EXHIBIT A

Legal Description of the Property Being Sold/Purchased

Commence at the Northwest corner of the NE ¼ of Section 03, Township 34 South, Range 28 East, Highlands County, Florida for the POINT OF BEGINNING: thence S89°44'45"E, along the North boundary of said NE ¼ for 1407.96 feet; thence S00°09'50"W for 1442.43 feet; thence N89°44'45"W for 1407.96 feet to the West boundary of Said NE ¼; thence N00°09'50"E, along said West boundary of the NE ¼ for 1442.43 feet returning to the POINT OF BEGINNING. LESS the North and West 25.00 feet for road Right-of-Way.

Parcel contains 45.00 Acres.

EXHIBIT B

Prepared by and Return to:

Danielle L. Brewer
Swaine & Harris, P. A.
401 Dal Hall Boulevard
Lake Placid, Florida 33852



RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL is made as of this _____ day of _____, 2016 (“Effective Date”), by and between **SCARBOROUGH INVESTMENTS, INC.**, a Florida corporation, whose business address is 1952 COUNTY ROAD 29, LAKE PLACID, FLORIDA 33852 (“Scarborough”) and the **CITY OF AVON PARK**, a Florida municipal corporation, with principal offices at 110 East Main Street, Avon Park, FL 33825, (“City”) on the following conditions, to wit:

1. City hereby grants Scarborough a right of first refusal to purchase the real property described as:

Commence at the Northwest corner of the NE ¼ of Section 03, Township 34 South, Range 28 East, Highlands County, Florida for the POINT OF BEGINNING: thence S89°44’45”E, along the North boundary of said NE ¼ for 1407.96 feet; thence S00°09’50”W for 1442.43 feet; thence N89°44’45”W for 1407.96 feet to the West boundary of Said NE ¼; thence N00°09’50”E, along said West boundary of the NE ¼ for 1442.43 feet returning to the POINT OF BEGINNING. LESS the North and West 25.00 feet for road Right-of-Way.

Parcel contains 45.00 Acres.

(the “Property”)

for a term commencing on the Effective Date and expiring exactly twenty (20) years later, in accordance with the terms contained herein.

2. Should City receive an offer to purchase the Property, or a portion of the Property, whether solicited or unsolicited, on which City is willing and able to sell, City shall notify Scarborough, in writing, of the terms of said offer.

3. After receipt of written notice of the terms of an offer, Scarborough shall have the option for a period of thirty (30) days to agree to purchase the Property on the terms stated in said offer. Notwithstanding anything to the contrary contained herein, should the thirtieth day

fall on a Saturday, Sunday, or legal holiday, the option will remain open until the next business day. Should Scarborough fail to exercise the option within the option period, City shall have the right to sell the Property to a third party on the same material terms stated in the offer presented to Scarborough. Any sale on different terms reinstates Scarborough's right of first refusal. If City has not closed a sale of the property within six (6) months after Scarborough's receipt of notice of the offer, Scarborough's right of first refusal is reinstated.

4. Notwithstanding anything to the contrary contained herein, this right of first refusal shall not be binding should the Property be zoned Single Family Residential by the applicable governmental entity, including City.

5. Notwithstanding anything to the contrary contained herein, this right of first refusal shall not be binding should the City sell or transfer the Property to another governmental entity for restricted use as a park, open space, green space, or similar undeveloped use.

6. Scarborough assumes all responsibility for protecting its rights under this right of first refusal should this right of first refusal be challenged by any third-party. City need neither defend nor participate in any legal action brought to challenge the validity of this right of first refusal brought by a third-party.

7. Notwithstanding anything else contained herein, this right of first refusal may not be assigned by Scarborough, or its successors or assigns, except to a single person or single entity who has acquired all of Scarborough's right, title, and interest, or that of its successor or assign, in the real property that is immediately contiguous (not taking into consideration any right-of-way) with the Property.

8. This right of first refusal shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and permitted assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City has executed or has caused this Right of First Refusal to be duly executed.

CITY OF AVON PARK, FLORIDA a Florida municipal corporation

Attested by: _____

Maria Sutherland, Interim City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS TO FORM AND CONTENT

Gerald T. Buhr, City Attorney

SCARBOROUGH INVESTMENTS, INC., a Florida corporation

Witnesses:

Printed name: _____

By: _____
Bobby Scarborough, President

Printed name: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this _____ day of _____, 2015, before me, an officer duly qualified to take acknowledgments, personally appeared Bobby Scarborough, as President of Scarborough Investments, Inc., a Florida corporation, to me known or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

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

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

EXHIBIT C

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ___ day of _____ 2015, 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. 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:

Scarborough Investments, Inc.

(Signed)

By: Bobby Scarborough, President

(Printed)

(Signed)

(Printed)

**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 ____ day of _____, 20____. 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 ____ day of _____ 20____.

Notary Public: _____

My Council Expires: _____

[SEAL]

CITY OF AVON PARK, FLORIDA,

ATTEST: _____
Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS
TO FORM: _____
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 _____, as the Mayor of the City of Avon Park, Florida, and who executed the foregoing, this ____ day of _____, 20____. 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 ____ day of _____ 20____.

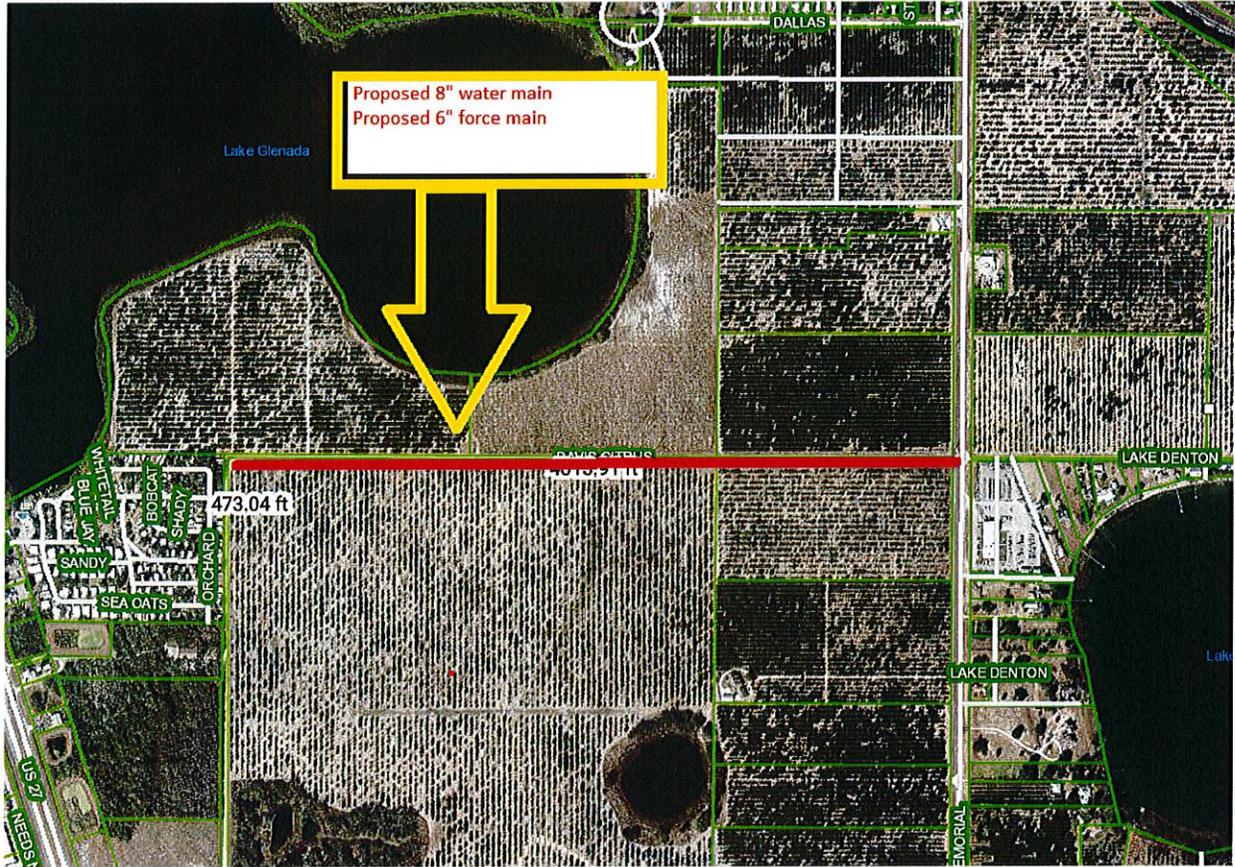
Notary Public: _____

My Council Expires: _____

Exhibit 1
to Annexation Agreement
Description of Property to be annexed

Strap Number	Address	Legal Description	Taxable Valuation	Expected City taxed based on 0.30 cent mill
C-03-34-28-A00-0060-0000	3420 DAVIS CITRUS RD	E 3/4 OF SE 1/4-LESS S 807 FT OF NE 1/4 OF SE 1/4 + NE 1/4 268.83 ACRES PER OR 660-PG 911	\$1,105,692	\$331.71
C-03-34-28-A00-0070-0000	3402 RAVINE RD	S 807 FT OF NE 1/4 OF SE 4-Jan 3-34-28/7 24 ACRES M/L	\$70,750	\$21.23
C-02-34-28-A00-0110-0000	839 MEMORIAL DR	SW 1/4 OF SW 1/4-LESS RD R/WS ON N+E BDRYS 2-34-28/11 37.49 AC	\$125,177	\$37.55
C-02-34-28-090-0000-0050	871 MEMORIAL DR	52 CR 29 LAKE PLACID, FL 33852	\$68,823	\$20.65
C-02-34-28-090-0000-0010	923 MEMORIAL DR	SUB OF W 1/2 OF NW 1/4 SEC 2 PER TP-23 N 1/2 OF LOT 1-LESS RD R/WS 18.72 ACRES	\$69,723	\$20.92

Exhibit 1
to Annexation Agreement
Utility Plans



Agenda Item Summary

June 8, 2015

Subject: Permitting for FDEP Wastewater Ponds for new 45 Acre pond site work.

Item No. E-14

Placed on Agenda by: City Manager Deleon

Total Amount of Project: \$54,800 from Utility Fund

Staff Review: Yes

Attorney Review: Yes

Recommendation: Approval of work proposal for \$54,800 from Polston Engineering

Background: The attached work proposal for \$54,800 for Polston Engineering is to authorize the hydraulic modeling, surveying, soil bores, and permitting of the new ponds through the FDEP. I recommend attaining the permits on-hand before we move forward with purchasing the land valued at over \$1-Million. This is the reason the contract has an 8-month diligence period to allow us with sufficient time to permit the project.

The preliminary bores done with a "hand " auger, not a drill rig, show the site to be a suitable location, but the department requires more advanced modeling, and detailed soil bores to ensure the modeling results are accurate.



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 21, 2015

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

Re: Engineering Proposal for Designing WWTP Ponds
Parcel A-27-33-28-A00-1090-0000
1500 S Lake Blvd., Avon Park, 33825

Dear Julian,

Following is a proposed scope of work and proposal for designing WWTP percolation ponds on approximately 45 acres of the Scarborough property located southeasterly of Davis Citrus Road.

We will provide a Phase 1 Environmental Site Assessment for the property, if needed for \$2,500.00

We have obtained a proposal for \$12,060.00 from Universal Engineering Sciences, Inc. to provide the required groundwater and soil exploration services to satisfy the DEP requirements for determining a loading rate for the percolation ponds. Subcontractor fee \$12,500.00

Boundary survey of the property, writing legal descriptions, topo of the property, locating wells and getting elevations of the tops for geotech, plus misc. topo. Subcontractor fee \$4,000.00

Designing/Modeling the ponds and permitting through the Florida Department of Environmental Protection. This work would include the design of the onsite distribution system, however it does not include the design and permitting of the transmission line from the plant to the pond site. Polston fee \$27,500.00

Final bid documents, assistance with the bidding process. Polston fee \$3,500.00

Construction inspections, pay request review and approvals plus any other supervision would be dependent on your preferences. We think that 3 or so hours per week over a estimated 4 month time table would be sufficient. Polston fee \$4,800.00

Final inspection and approval of the construction, asbuilt topo by the surveyor and then our preparation of asbuilts based on the surveyors topo at the completion of construction.

Polston & Subcontractor fee \$4,200.00

The cost of any applications fees are not included in our proposal, we assume the City of Avon Park is still exempt from the normal DEP application fees. The design of the transmission line from the plant to the site is not included.

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

Sincerely,

Handwritten signature of Roger Dale Polston in blue ink, followed by the date 4/28/15.

Roger Dale Polston, P.E. #33222
Polston Engineering, Inc. BPE CA#5684

Agenda Item Summary

June 8, 2015

Subject: FDOT Grant for US-27 Landscaping from Lake Glenada Road to Hal McRae

Item No. E-16

Placed on Agenda by: City Manager Deleon

Total Amount of Project: \$43,830 from Infrastructure Fund

Staff Review: Yes

Attorney Review: N/A

Recommendation:

1. Move to approve the budget adjustment in the infrastructure fund.
2. Move to approve and award the bid to Excavation Point for \$143,830

Background:

We were awarded a \$100,000 grant for landscaping US-27. The lowest and most responsive bidder was \$143,830 as tabulated below. This is the second time that we bid this project due to the higher cost bids on round-1, which made it too costly for the City to build. To move forward with the grant, we would need to "self" fund \$43,830. Staff is recommending funding from the infrastructure fund.

The project involves planting several trees, irrigation, concrete work, all along the median. This project would increase the curb appeal to those traveling US-27 to get to SFSC, Wells and Chaney's auto sales, Racetrack, and several major shopping plazas within the City.

Bid tabulation:

Luke Brother Landscape Services	\$277,390.60
Excavation Point Inc.	\$143,830.00