CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL REGULAR MEETING
City Council Chamber
123 E Pine St
Avon Park, Fl
October 24, 2016 6:00 PM
REVISION #1

A. OPENING

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

B CITIZENS/OUTSIDE AGENCIES

4. Thanksgiving Proclamation

C. CONSENT AGENDA:

5. Approve Minutes of October 10, 2016 Regular Council Meeting.

D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

E ADMINISTRATIVE:

10. Ordinance 27-16- Amending the Avon Park Comprehensive Plan.
    1st Reading

11. Ordinance 26-16 Annexing Ten (10) Parcels of land.
    1st Reading

12. Partnership between City and the Boys and Girls Club.

F. CITIZENS PARTICIPATION

H. ADJOURN

Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

B-4

Thanksgiving Proclamation B-4

Thursday, November 24, 2016

As our Founding Fathers recognized their dependence on God and the work of His hand in their lives and this nation, let us again humbly acknowledge God and His protection and provision for us today, across the nation and in our community. In the midst of all the chaotic events in our nation and around the world, we are reminded that security and liberty continue in our nation only because of God's loving care. We are able to wake each morning and exercise the right to life, liberty, and the pursuit of happiness; to worship freely and openly; and to go through each day without fear for our lives. For those, and countless other blessings, we thank Him.

Furthermore, we bend our knees to ask Him to revive and uphold godliness in the lives of the men and women in our nation and our community.

With freedom comes the responsibility for obedience to God and His commands, and so we confess our sins as a nation and ask His forgiveness as we pursue peace, justice, righteousness, and His favor. With grateful hearts, we praise God for His longsuffering, kindness, mercy, and goodness.

Signed _____

Mayor of the City of Avon Park, Florida

Date: _____

C-5

C 5

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
October 10, 2016
6:00 PM

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

Members Absent: None

Others Present: City Manager Julian Deleon, Interim City Clerk Bonnie Barwick, and City Attorney Gerald Buhr, Jeff Schmucker, CFRPC. Members of the press and Audience.

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

B. **Citizens/Outside Agencies:**

4. Noah's Fall Festival:

City Manager Julian Deleon addressed the Council regarding this issue. He explained this was done every year, with no cost to the City.
Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Gray to approve the placement of banners in the grassy area of the Mall. Attorney Gerald Buhr brought to the attention of the Council that there would have to approval from DOT to put banners on the mall.
Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Gray to amend the motion subject to approval of DOT. Roll was called on the amended motion, motion passed unanimously, then the roll was called on the original motion and it passed unanimously.
Motion made by Councilman Sutherland, Seconded by Deputy Mayor Gray to approve the use of the football field and the concession stand on October 29, 2016. Motion passed unanimously.

C. **Consent Agenda:**
5 Approve Minutes of September 26, 2016 Regular Council Meeting.
8. Approve road Closure Permit for Christmas Parade.
**Please note that items 5 & 7 on the Consent Agenda were removed before the Consent Agenda was approved.

Melissa Finger, Director of Avon Park Chamber of Commerce introduced her replacement. Michael Gergen. He will be part time until the end of October, and then he will be full time. Melissa went on to explain that the Oktoberfest would be move back on Museum Way to keep Main Street from being closed.
Motion by Councilman Sutherland, Seconded by Deputy Mayor Gray to approve the consent agenda, namely C 5 and C 8. Motion passed unanimously.

D. Committee Reports/Atty Updates/Announcements/Presentations:

City Manager Deleon told the Council that we did not have any large expenditure resulting from Hurricane operations. We did have staff on call in case of any emergency. Councilman Sutherland questioned the Volunteer Application for various boards. He questioned the application on the web site. It did not have a question whether an applicant owned property in the CRA District.
Motion made by Deputy Mayor Gray, Seconded by Councilman Heston to add to the volunteer application that an applicant must own property in the CRA District. Motion passed unanimously.

E. <u>Administrative:</u>

10. Ordinance 24-16 Crews Groves, Inc. Future Land Use.
Public Hearing 2nd reading.

City Attorney Gerald Buhr read the title of Ordinance 24-16 into the minutes. Mayor Schuler opened the public hearing. Seeing no show of hands, Mayor Schuler closed the public hearing.
Motion made by Councilman Heston, Seconded by Councilman Sutherland to approve Ordinance 24-16 as read. Motion passed unanimously.

11. Ordinance 25-16 Proposed Rezoning (City Initiated).
Public Hearing 2nd Reading

City Attorney Gerald Buhr read the title of Ordinance 25-16 into the minutes. Mayor Schuler opened the public hearing, seeing no show of hands, Mayor Schuler closed the public hearing.
Motion by Councilman Heston, Seconded by Councilman Sutherland to approve Ordinance 25-16 read. Motion passed unanimously.

12. Foreclose 101 W Main St.

Attorney Gerald Buhr discussed a lien that was being held on another property. He felt there was a mix up. It was explained that the property was sold. This is about a house not the property 101 W Main St. Attorney Buhr stated that this property had been sold but not finish the sale because of $50,000.00 liens. He stated the house was only tax value at $26,000.00. After further discussion **Motion** made by Councilman Sutherland, Seconded by Councilwoman Smith to forgive the liens on this house so it could sale could be finalized. Address was looked up, 206 E Booker.

After further discussion on 101 W. Main Street, **Motion** by Councilman Heston, Seconded by Deputy Mayor Gray to leave the price for foreclosure at $250,000.00. Motion passed unanimously.

13. Heartland Cultural Alliance – Lease- Ted Puckorius.

Mr. Puckorius discussed how well the Alliance was doing, and they would like their lease extended for another 3 years after the end of 2017, and to increase the rental price to $200.00 a year. After some discussion, **Motion** made by Councilman Sutherland, Seconded by Deputy Mayor Gray to extend the lease another 3 years with the rental being $200.00 a year beginning in November 2, 2020. Motion passed unanimously.

14. CDBG Housing Rehabilitation Grant Action Item: Ellen Rooney 107 N Lake Ave.

City Manager explained that Mrs. Rooney was facing hardships and was no longer living in the home. Mrs. Chapman addressed the Council regarding the property. She explained that her family

had been taking care of the mortgage, and the property but they could no longer afford it. They had asked that the lien with CDBG Housing Grant, be forgiven. There is another lien on the property. After further discussion, The Council agreed that Mrs. Rooney's family should just walk away from the property and let it go into foreclosure.

It was announced that there would be a forum with the candidates for Mayor and Councilman held at the Community Center on October 11, 2016 at 6:00 PM

Meeting adjourned at 7:15 PM

Recorded and transcribe by Interim City Clerk Bonnie Barwick

Attest Bonnie Barwick, Interim City Mayor Sharon Schuler

E-10

E 10

CITY OF AVON PARK
TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN AND RELATED COMPREHENSIVE PLAN AMENDMENTS

OVERVIEW REPORT

OCTOBER 24, 2016

TO: CITY OF AVON PARK CITY COUNCIL

FROM: CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

SUBJECT: **Ordinance 27-16:**
City-initiated request to amend the Comprehensive Plan, revising the Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Elements, based on the Ten-Year Water Supply Facilities Work Plan and adoption of the City's 5 Year Capital Improvement Plan.

AGENDA DATE:

October 11, 2016, 5:30 PM:	Planning and Zoning Board Meeting (Public Hearing)
October 24, 2016, 6:00 PM:	**City Council (Transmittal Public Hearing)**
December 12, 2016, 6:00 PM:	City Council (Adoption Public Hearing)

ATTACHMENTS:

- Ordinance 27-16
  - Proposed Comprehensive Plan Amendments relating to the Ten-Year Water Supply Facilities Work Plan.
  - Ten-Year Water Supply Facilities Work Plan.
  - 5 Year Capital Improvement Plan (2016-2017 thru FY 2020-2021).

PLANNING AND ZONING BOARD ACTION:

On Tuesday, October 11, 2016, the City of Avon Park Planning and Zoning Board voted unanimously to forward the proposed Comprehensive Plan amendments to the City Council **with a recommendation of approval.**

OVERVIEW REPORT:

BACKGROUND:

In 2005, the Florida Legislature made significant changes to Chapters 163 and 373, F.S., to strengthen the link between land use and water supply planning. Water supply requirements have been adopted that affect local comprehensive planning programs:

- Ensuring intergovernmental coordination with regional water supply authorities;
- Ensuring that the local government's future land use plan and development approvals are based upon the availability of adequate water supplies;
- Identifying and including selected "alternative" water supply projects in the comprehensive plan, consistent with Southwest Florida Water Management District's Regional Water Supply Plan adopted December 2006 and updated in July 2015.

SUMMARY:

A Ten-Year Water Supply Facilities Work Plan has been prepared identifying existing water service providers and water supply facilities within the Avon Park Public Water Service Area, identifying conservation practices and future water needs based on projected population estimates.

Based on the Ten-Year Water Supply Facilities Work Plan, amendments to various elements of the City's Comprehensive Plan have been drafted and are included in the attachment.

MOTION OPTIONS:

Options for motions are listed below.

1. I move the City Council **approve to transmit Ordinance 27-16** to the Department of Economic Opportunity for review.
2. I move the City Council **approve to transmit Ordinance 27-16 with changes** to the Department of Economic Opportunity for review.

ORDINANCE 27-16

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING THE AVON PARK COMPREHENSIVE PLAN, REVISING THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS, BASED ON THE CITY'S TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN INCORPORATED HEREIN; AND ADOPTING THE CITY OF AVON PARK CAPITAL IMPROVEMENT PLAN (FY 2016/2017 – 2020/2021) INCORPORATED HEREIN; PROVIDING FOR TRANSMISSION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3177(6)(c), Florida Statutes, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan, covering at least a 10 year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and,

WHEREAS, the City Council of the City of Avon Park has determined that it would be in the best interest of the public health, safety and general welfare of the residents and non-residential water customers of the City to amend the Comprehensive Plan consistent with the requirements of Section 163.3177(6)(c), Florida Statutes; and,

WHEREAS, in exercise of its authority the City Council has determined it necessary to adopt amendments to the City's Comprehensive Plan, which is attached hereto as **Exhibit "A"** and by this reference made a part hereof, to insure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Council held a meeting and hearing on Ordinance 27-16, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

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

Section 1. The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the City Council as the legislative findings and intent pertaining to this Ordinance.

Section 2. The City of Avon Park hereby amends the following Elements of its Comprehensive Plan: Infrastructure Element, Conservation Element; Intergovernmental Coordination Element; and Capital Improvements Element. Said amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

Section 3. The basis for adopting the said amendments is the City of Avon Park Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B"**, which is attached hereto and by this reference made a part hereof, said document to be included as Data and Analysis within and supporting the Avon Park Comprehensive Plan.

Section 4. The City of Avon Park hereby adopts its 5-Year Capital Improvements Plan for fiscal years (2016/2017 – 2020/2021), incorporated herein as **Exhibit "C"**, which is attached hereto and by this reference made a part hereof.

Section 5. This Ordinance shall be codified in the Code of Ordinances of the City of Avon Park, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Avon Park. The City Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. If any provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this Ordinance are hereby declared severable.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. The effective date of these amendments, if the amendments are not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

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

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

CITY OF AVON PARK, FLORIDA

_____
Sharon Schuler, Mayor

ATTEST:

_____
Bonnie Barwick, City Clerk

Approved as to form:

_____
Gerald T. Buhr, City Attorney

Motion made by_____ seconded by _____.

The vote was ____ for ____ against with ____ abstentions and ____absent

EXHIBIT "A"

PROPOSED AMENDMENTS

AVON PARK COMPREHENSIVE PLAN
GOALS, OBJECTIVES, AND POLICIES

TO PROVIDE POLICIES SPECIFIC TO WATER SUPPLY PLANNING

- The following amendments to the Avon Park Comprehensive Plan are proposed consistent with the update to the City of Avon Park Ten-Year Water Supply Facilities Work Plan.

- Text that is shown as underlined is text to be added. Text that is shown as ~~strikeout~~ is text to be removed. Text shown in gray shading is updated text based on the update to the Ten-Year Water Supply Facilities Work Plan.

I. INFRASTRUCTURE ELEMENT AMENDMENTS:

The following amendments are proposed to the Infrastructure Element of the City of Avon Park Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

Objective 2: Sanitary Sewer and Potable Water

Avon Park shall maintain its sanitary sewer and water supplies and facilities in a manner that promotes compact urban growth and is a benefit to the health, safety, and welfare of the community. The use of existing sanitary sewer, non-potable water reuse facilities, and potable water facilities shall be maximized, including the maintenance and improvements of the existing system and the correction of identified deficiencies. Avon Park shall ensure that all development ~~orders~~ approvals will provide for the maintenance, improvement, and expansion of sanitary sewer, non-potable water reuse, and potable water facilities. ~~[9J-5.011(2)(b)3]~~

Policy 2.1~~2~~1: The City of Avon Park ~~Comprehensive Plan~~ shall continue to maintain and update a water supply facilities plan ~~include a work plan~~ covering at least a ten (10) year planning period, for ~~building~~ construction of public, private, and regional water supply facilities, including development of alternative water supplies, which are identified as being necessary to serve existing and new development.

Policy 2.1~~1~~2: The City of Avon Park shall ensure that within 18 months after the board of the Southwest Florida Water Management District has approved an updated regional water supply plan, the Infrastructure Element, in the City's Comprehensive Plan, will incorporate ~~the~~ any

alternative water supply project or projects selected by the local government from those identified in the regional water supply plan.

Policy 2.13: ~~Avon Park shall ensure that the work plan referenced in Policy 2.12 shall be updated, at a minimum, every 5 years within 18 months after the governing board of a water management district approves an updated regional water supply plan.~~ The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted July 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Avon Park Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

Objective 3:

Avon Park shall establish procedures for the conservation of potable water resources. ~~*[9J-5.011(2)(b)4]*~~

Policy 3.1: The City shall ~~adopt and~~ continue to strive with all means available to ~~meet~~ comply with the conservation standards established by Southwest Florida Water Management District for its Southern Water Use Caution Area for per day per capita consumption and not exceed the City's adopted Level of Service standard of 120 gallons per day per capita. [40D-2, F.A.C.]

Policy 3.2: The City shall continue to implement the following water conservation measures and practices to achieve the conservation standards set forth in Policy 3.1 above:

c. The City shall encourage the use of water efficient irrigation and ~~Xeriscape~~ Florida Friendly landscaping techniques for all new development.

e. The City shall encourage participation in the Florida Water Star℠ certification program as new development and redevelopment activities occur.

~~e~~f. The City shall improve the efficiency of operational methods to enhance water conservation, such as wastewater reuse, storm water retention for irrigation, and coordination of inter-system connection through interlocal agreements.

~~f~~g. The City shall continue to conduct an audit of the municipal water system to determine areas that may be in need of repair and may be contributing to increased water consumption through leaking pipes, and prioritize accordingly.

~~g~~h. The City shall continue to use its inverted water rates to increase consumer water conservation and achieve its overall water conservation goals.

~~h~~i. The City shall require all new developments to install separate irrigation supply lines, and to feed these lines with non-potable reuse water when available. Where non-potable reuse water is not available, separate irrigation wells shall be constructed. These wells shall remain the responsibility of the developer and/or homeowners' association.

Policy 3.3: The City of Avon Park will review opportunities to make treated effluent available for reuse, in accordance with recommendations in the Regional Water Supply Plan~~, by Fiscal Year 2011~~. Avon Park will review and incorporate additional alternative water supply projects selected by the local government from projects identified in the updated regional water supply plan, or ~~the~~ through an alternative project proposed by the local government. ~~under s. 373.0361(7),~~ [s. 373.036, F.S.] [s. 163.3177(6)(c), F.S.]

~~Policy 3.5: Avon Park shall incorporate into the comprehensive plan a water supply facilities work plan for at least a 10 (ten) year planning period for construction of public, private, and regional water supply facilities, which are identified in the element as necessary to serve existing and new development [s.163.3177(6)(c), F.S.].~~

II. CONSERVATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Conservation Element of the City of Avon Park Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

Objective 2:

Through the establishment of minimum standards for the quality of stormwater runoff and limiting impervious surface coverage, the City of Avon Park shall ensure that future development does not degrade the quality of groundwater resources, and that future development allows for aquifer recharge. Avon Park will review development ~~orders~~ requests to ensure that they provide for the

maintenance, improvement and expansion of stormwater runoff while limiting impervious surface coverage. ~~*[9J--5.013 (2) (b) (2)] [9J--5.013 (2) (b) (2)]*~~

Policy 2.2: The City shall continue to strive with all means available to ~~meet~~ comply with the conservation standards established by Southwest Florida Water Management District for its Southern Water Use Caution Area for per day per capita consumption and not exceed the City's adopted Level of Service standard of 120 gallons per day per capita. [40D-2, F.A.C.]

Policy 2.3: The City shall continue to implement the following water conservation measures and practices to achieve the conservation standards set forth in Policy 2.2 above:

c. The City shall encourage the use of water efficient irrigation and ~~Xeriscape~~ Florida Friendly landscaping techniques for all new development

e. The City shall encourage participation in the Florida Water Star^{SM} certification program as new development and redevelopment activities occur.

~~e~~f. The City shall improve the efficiency of operational methods to enhance water conservation, such as wastewater reuse, storm water retention for irrigation, and coordination of inter-system connection through interlocal agreements.

~~f~~g. The City shall continue to conduct an audit of the municipal water system to determine areas that may be in need of repair and may be contributing to increased water consumption through leaking pipes, and prioritize accordingly.

~~g~~h. The City shall continue to use its inverted water rates to increase consumer water conservation and achieve its overall water conservation goals.

~~h~~i. The City shall require all new developments to install separate irrigation supply lines, and to feed these lines with non-potable reuse water when available. Where non-potable reuse water is not available, separate irrigation wells shall be constructed. These wells shall remain the responsibility of the developer and/or homeowners' association.

Policy 2.9: The City of Avon Park will review opportunities to make treated effluent available for reuse, in accordance with recommendations in the Regional Water Supply Plan~~, by Fiscal Year 2011~~. Avon Park will review and incorporate additional alternative water supply projects selected by the local government from projects identified in the updated regional water

supply plan, or ~~the~~ an alternative project proposed by the local government. ~~under s. 373.0361(7),~~ [s. 373.036, F.S.]

Policy 2.11: The City of Avon Park shall continue to maintain and update ~~the~~ a water supply facilities work plan for at least a ten (10) year planning period for construction of public, private, and regional water supply facilities, which are identified as being necessary to serve existing and new development.

Policy 2.12: The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted July 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Avon Park Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

Policy 2.1~~2~~3: The City of Avon Park shall continue to ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving a building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy.

III. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Intergovernmental Coordination Element of the City of Avon Park Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

Objective 4:

In meeting and achieving existing and projected water use demand, the City of Avon Park shall coordinate with the recommendations of the Regional Water Supply Plan.

Policy 4.2: The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted July 2015. The

adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Avon Park Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

Policy 4.~~2~~3: If multi-jurisdictional planning initiatives relative to meeting future water needs are developed for the Avon Park area, the City shall participate in the initiatives, as appropriate.

IV. CAPITAL IMPROVEMENTS ELEMENT AMENDMENTS:

The following amendments are proposed to the Intergovernmental Coordination Element of the City of Avon Park Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

Objective 2:

Upon adoption of the Comprehensive Plan, Avon Park will coordinate land use decisions with the Five-Year Schedule of Capital Improvements in a manner that maintains the established level of service standards and meets existing and future facility needs. ~~*[9J-5.005(3)(b)3]*~~

Policy 2.5: The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted July 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Avon Park Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

~~Policy 2.5: The City shall not allow exceptions for developments of de minimis impact.~~

ORDINANCE 26-16
EXHIBIT "B"

City of Avon Park
Ten-Year Water Supply Facilities Work Plan

Prepared For:
City of Avon Park, FL

Prepared By:
Central Florida Regional Planning Council

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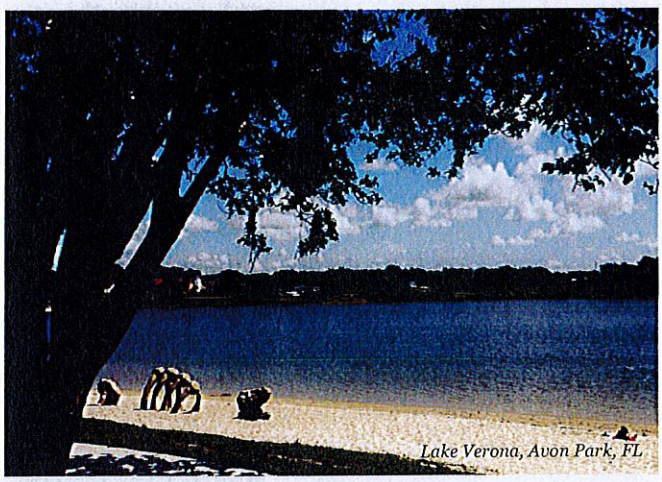
SECTION 1: INTRODUCTION

1.1 Purpose of 2016 Avon Park Water Supply Plan


Lake Verona, Avon Park, FL

The City of Avon Park (City) 2016 Water Supply Plan (WSP) has been developed in accordance with the requirements and guidelines contained in the Regional Water Supply Plan approved by the Southwest Florida Water Management District (SWFWMD) Governing Board in July 2015. The City has developed this 2016 WSP not only to meet regulatory requirements (cited in Chapter 163, Part II, Florida Statutes, whereby local governments are required to adopt Work Plans into their comprehensive plans after their Water Management District approves a regional water supply plan or its update); but also to serve as a water resources planning document for the City's residents, businesses, interest groups, and public officials. This plan provides information on the City's current and future water demands and supplies, discusses the water resources challenges that the City faces, and summarizes the major water resources initiatives that the City has taken to ensure a safe reliable water supply for its water customers.

The 2016 Avon Park WSP uses projected population estimates to determine potential impacts on future potable water demand. The projections explore growth over a 20-year period through the year 2035, with an emphasis placed on the immediate 10-year planning period. Specifically, the 2016 WSP details the City's water system, water demands, sources of water supplies, water quality, capital improvement projects, and potential multi-jurisdictional planning initiatives.

1.2 Statutory Requirements (Revised by SWFWMD on September 12, 2014)

The City of Avon Park has considered the following statutory provisions as put of the WSP update:

1. Coordinate appropriate aspects of its comprehensive plan with SWFWMD Regional Water Supply Plan [163.3177(4) (a), F.S.].

2. Ensure the Future Land Use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.].

4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan to:

   a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the SWFWMD Regional Water Supply Plan, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];
   b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the SWFWMD Regional Water Supply Plan [s. 163.3177(6)(c)3, F.S.]; and
   c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6) (c) 3, F.S.].

5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to

assess projected water needs and sources for at least a 10-year planning period, considering the SWFWMD Water Supply Plan, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and 5 achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.]

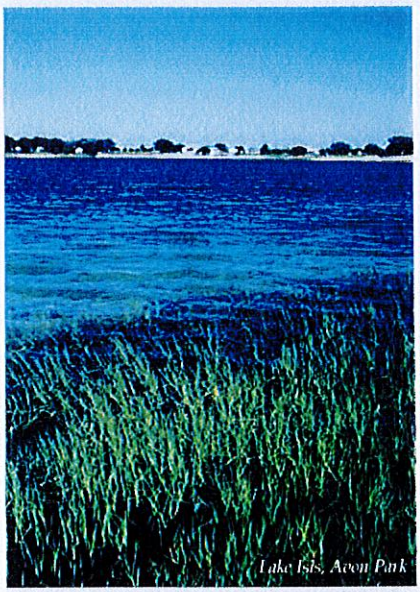
7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the SWFWMD Regional Water Supply Plan [s.163.3177 (6) (h) 1., F.S.].

8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

1.3 Background Information Overview

Geography

Avon Park was incorporated in 1926. The City is in the northwestern region of Highlands County covering an area approximately 9.53 square miles bounded by Highlands County unincorporated areas to the east and west, City of Sebring to the south and Polk County to the north. U.S. Highway 27 is in the center of the City and is situated along the Lake Wales Ridge. Only 7 percent of Highlands County is covered with water. Numerous lakes are concentrated along the Lake Wales Ridge, although the largest lake in the county, Lake Istokpoga, is located just east of the ridge.



Growth Patterns and Potable Water

The City is annexing more communities and, as it grows, it becomes clear that new sources of water are needed. Currently, the City of Avon Park has a total acreage of 6,098 (9.53 square miles), which includes water areas. Through annexations, the City has been able to expand the tax base, reduce ad valorem taxes by more than $1.5 million per year, and provide additional access and discounts to utilities for prospective residents. In 2015, the Bureau of Economic and Business Research (BEBR) of the University of Florida estimated a City population of 10,895, making it the largest City (by population) in Highlands County. Based on the size of the City's public water supply service area there's an even larger population demand. Population projections from 2015 to 2035 will be explained more thoroughly in Section 2. of this document.

Relevant Regional Issues

According to the 2015 Florida Department of Environmental Protection Regional Water Supply Planning Report, the total water use this year, in the SWFWMD was about 1,240 mgd (Figure 1). By 2035, the SWFWMD expects water use to increase to about 1,460 mgd, which is nearly 18 percent more than 2015 water use.

The SWFWMD estimated that public supply and agricultural irrigation will remain the two largest use sectors, even though agricultural irrigation is projected to grow about 4 percent. The Report identified approximately 838 mgd of water available from the following sources: surface water, reclaimed water, desalination, fresh groundwater, and water conservation. Approximately 108 mgd of that total is expected to be provided through implementation of water conservation measures.

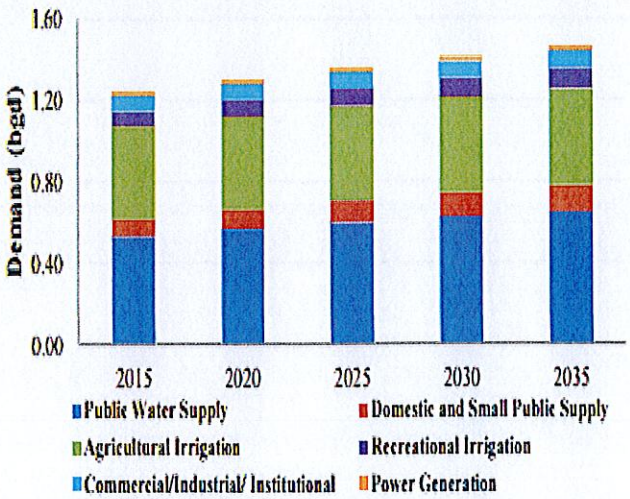


Figure 1: SWFWMD Districtwide Projected Demand

1.4 Southwest Florida Water Management District and Southern Water Use Caution Area

The City is located in an area that the SWFWMD identifies as the Southern Water Use Caution Area (SWUCA) (See Map 1). A water caution area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for all existing uses and anticipated future needs while sustaining water resources and related natural systems through the year 2025. In 2006, SWFWMD developed the SWUCA Recovery Strategy to respond to these concerns to comply with Section 373.036 Florida Statutes, the SWFWMD proposed a program of natural system restoration, groundwater withdrawal reductions, and alternative source development projects to stabilize ground and surface water resources in the region. To ensure the health and availability of water resources within the SWUCA, Rule 40 D-2 F.A.C. states that the level of service for water shall be equal to or less than 150 gallons per capita per day (gpcd).

Changes since 2008 Water Supply Plan

The City's WSP has been developed in accordance with the requirements and guidelines contained in the Regional Water Supply Plan approved by the SWFWMD Governing Board in July 2015. In 2008, the City amended its 10-year Water Supply Plan to promote long-term water resource planning and assure that adequate supplies are available to meet future demands in the City by recommending policies, which were included in the Comprehensive Plan. These policies are in the Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Elements.

Since completion of the 2008 Water Supply Plan, Avon Park has continued to take steps to ensure that its customers have a reliable, cost-effective, and safe water supply, which include:

- Acquisition of Crystal Lakes well.
- Rehabilitation of Wastewater System Phase I,II,III.
- Rehabilitation of Wastewater Collection System Phase I,II,III.
- Construction of more than 60,000 linear feet of drinking water transmission facilities.

1.5 Description of the City's Water System

Water Sources

The primary source of water extraction for City is fresh groundwater from the Upper Floridan Aquifer (UFA). Although water utilities in the region are increasingly

implementing conservation measures and exploring alternative sources for public supply, Avon Park's water source is still obtained exclusively from the UFA. SWFWMD's 2015 Regional Water Supply Plan indicated that approximately 97 percent of water used in the region was from groundwater sources. Limited options for alternative water supply exist within the Central Florida Heartland region. As a non-coastal area, desalination of water is currently not an option.

Water Use

The City relies heavily on groundwater for its potable water supply. Not unlike many communities throughout the state, the City's dependency on groundwater use has increased substantially over the past several decades. During the period from 1997-2014, the City of Avon Park has almost doubled its land area, a 99.3 percent increase, annexing 4.18 square miles in this same period. In 2011, the City annexed Crystal Lakes, a golf community of 513 home sites for those 55 and over located on the southeast side of the City. Through the annexation, the City acquired the Crystal Lake Utility system and centralized the operation by interconnecting to the City's Utility System.

Avon Park has installed over 100,000 linear feet of water and wastewater transmission lines. The acquired facilities were served by a single-point water plant which will help with streamlining the existing water system. The City's residents and businesses are served by Avon Park's Utilities Department, which provides water, wastewater, and solid waste collection. Annually, the City presents a water quality report to inform all residents and businesses about the quality of water and services that are delivered every day. The City's public water supply service area (6,829 acres) supports approximately 19,650 residents living both within and outside of the corporate limits (See Map 2 for Service Area Boundary). According to the City's 2015 Public Supply Annual Report (PSAR), only 55 percent of all residential users live inside the city limits.

Design Capacity of Production Facilities

The City has continually and proactively invested in its water supply system to maintain a reliable water supply for all uses. The City's water and wastewater systems are maintained and operated by the City's Public Utilities Department. The water system extends over 8.82 square miles, with an average demand of 1,747,326 gallons per day (GPD). The City's water system includes a total of five (5) public supply wells and three (3) water treatment plants. Each water plant has a groundwater storage tank (GST). There are four (4) high service pumps at the Bell Water Plant, two (2) high service pumps at the Crystal Lake Water Plant and two (2) high service pumps at the Glenwood Water Plant. Tables 1 and 2 below provide detailed information of the City's production facilities. See Map 3 for facilities locations.

Table 1: Inventory of Wells

Service Area	Well # (Name)	Well Diameter (inches)	Well Pump Capacity (GPM)	Well Depth (feet)	Pump Motor Horse Power
City of Avon Park	Well #1 GLEN	8	1,200	983	75
	Well #2 SUMMIT	8	1,200	1352	75
	Well #3 OLD BELL	16	2,000	860	75
	Well #4 NEW BELL	18	2,000	980	75
	Well #5 CRYSTAL LAKE	6	600	1325	25

Table 2: Inventory of Water Treatment /Storage Facilities

Storage	Location	Type	Total Capacity
Glenwood	100 S. Glenwood Avenue	GST	1.7 MGD
Bell	1350 W .Bell Street	GST	5.3 MGD
Crystal Lake	3105 S. Highlands Hamic Drive	GST	0.5 MGD

Water Treatment Practices

Groundwater is pumped from the wells and processed through the City's water treatment plants. The Bell and Glenwood facilities are treated through phosphate and chlorine applications, while the Crystal Lake facility is disinfected through a chlorine application only.

The City also adheres to strict standards for wellhead protection set by the SWFWMD and the Florida Department of Environmental Protection (FDEP), including restricting the type of development allowed in the vicinity of a wellhead, and requiring a protection zone. Land uses surrounding a water supply site are a major consideration in the selection and protection of well sites contamination avoidance. As part of the City's protection of wellheads, the City continually works to identify potential sources of contamination. Additionally, the FDEP has also recently (2015) performed a Source Water Assessment to assist the City in further analyzing any potential sources of contamination in the vicinity of the wells.

Reuse Facilities

In 2013 the SWFWMD coordinated a cooperative funding opportunity with the City of Avon Park to explore strategies for reclaimed water use (SWFWMD, Cooperative Funding Initiative Projects, FY 2013). The project's intent was to prepare a reuse master plan that would explore the feasibility of developing a reclaimed water system

associated with the City of Avon Park Utilities Wastewater Facility and would determine the overall best use of the reclaimed water resource. The plan would identify potential users of the reuse water, potential qualities of the water needed, potential offsets to the groundwater, determine components, sizing and costs associated with the design and constructing the necessary storage/pumping/transmission/distribution systems, provide options to optimize beneficial use of the reclaimed water flows, and create a plan for implementing recommendations.

The study examined potential reclaimed water users and evaluated costs as well as other alternatives to the reclaimed water production. The results of the study concluded with a recommendation for construction of new offside rapid infiltration basins (RIBs), which would be most cost effective for the City in-lieu of implementing a new waste water treatment facility.

SECTION 2: DATA AND ANALYSIS

2.1 Water Service Area

Avon Park currently owns, operates, and maintains a municipal potable water treatment and distribution system which includes residential and non-residential areas inside and outside of the City's corporate limits. The City's system is operated under a consumptive water use permit (WUP) No. 6029. Table 3 below outlines the City's permitted capacity and current metered connections under the active WUP. The current WUP is effective through November 25, 2029.

Table 3: Existing City Potable Water Customers

WUP Permit No.	Permittee	Provider Type	WUP Permitted Capacity	Number of Meters for Residential*	Number of Meters for Commercial/Industrial /Recreational*
6029	City of Avon Park	Potable Water	2,371,600 GPD	7,290	625

**Data Source: City of Avon Park 2015 Public Supply Annual Report*

2.2 Population Information and Water Demand Projection

Historic Water Use by Sector

Planning for future water supply requires an understanding of past water use and the factors that influence future use over time. This section presents historical water use based on the 2011 and 2015 City of Avon Park's Public Supply Annual Reports divided by sectors. The City's potable water use is broken down into the following sectors: (1) single-family residential; (2) multifamily residential; (3) mobile home, (4) residential irrigation, (5) industrial/ commercial; (6) agricultural; (7) recreational/aesthetics; (8) golf

course irrigation, and (9) fire and other accounted uses. Figures 2 and 3 below compare the 2011 and 2015 water use by sector.

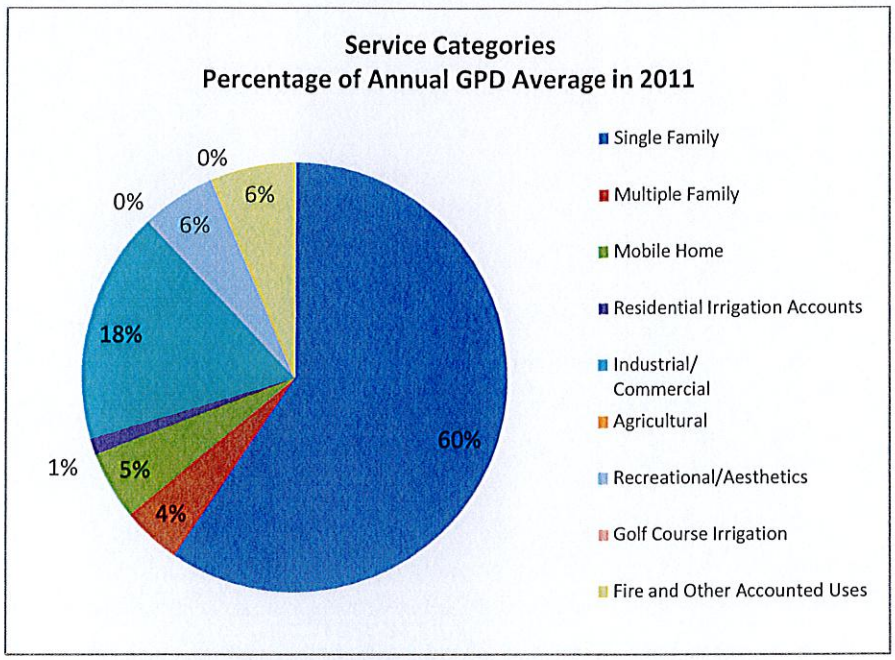


Figure 2: Historic Potable Water Use in 2011 and 2015

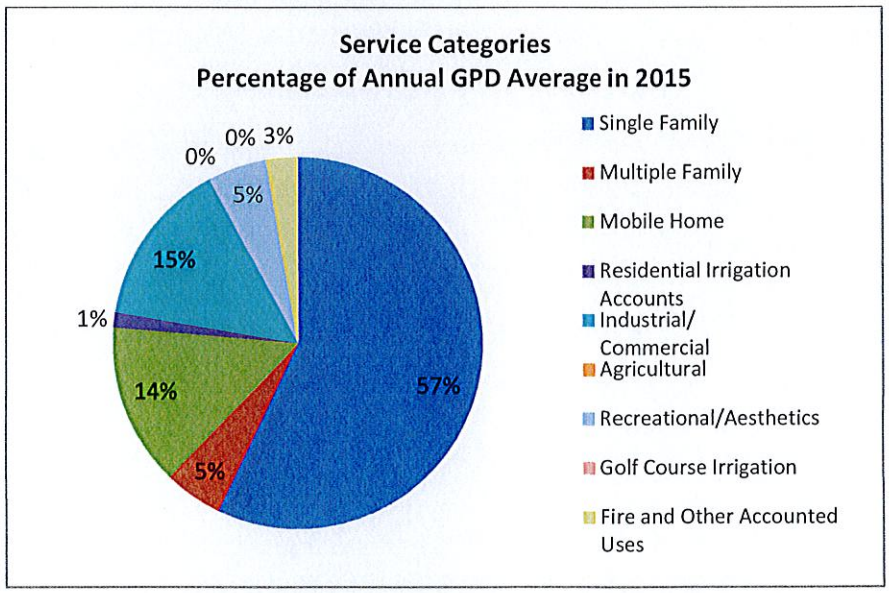


Figure 3: Historic Potable Water Use in 2015

Observations

Population growth has increased considerably in part due to a number of annexations in recent years. Subsequently, this reflects a significant increase in residential water consumption over the last five years (an increase of approximately 7 percent). Conversely, there has been a decrease in non-residential water consumption (a decrease of nearly 6 percent). According to 2015 SWFWMD Regional Water Supply Plan, public water supply was the largest use sector in 2015, followed by agricultural irrigation.

5 year per Capita Demand

A calculation of the average per capita demand for potable water is necessary to monitor potential negative impacts on water resources and to ensure consumption rates do not exceed the maximum 150 gpcd as required within the SWUCA. The average per capita demand is calculated based on the reported average daily water demand and the total consumption as measured by the City's functional population. The functional population is defined as the total consuming end user, which includes permanent residents, seasonal residents, tourists, and net commuters as established by the SWFWMD. Table 4 below outlines the 5-year per capita water demand, which is the basis for calculating projected future demand.

Table 4: 5-Year Per Capita Water Demand

Service Area	Year	Adjusted Per Capita Demand (GPCD)*
City of Avon Park Utilities	2011	89
	2012	86.3
	2013	106
	2014	80
	2015	79
5-year average per capita demand		88

**Data source: City of Avon Park PSAR*

Population Projection

The population projection is based on a methodology employed by SWFWMD. The SWFWMD projections use medium projections disaggregated to land parcel level using a GIS methodology. The functional population figures are used to reasonably estimate the potential impacts on future potable water demands. A 20- year projection of the functional population, using the SWFWMD methodology is provided in Table 5 below.

Table 5: Functional Population Projections of Avon Park (2015-2035)

Year	Functional Population*
2015	20,591
2020	20,810
2025	21,010
2030	21,205
2035	21,375

** Data source: SWFWMD*

2.3 Future Need

The projected service area water demand from 2015 to 2035 for the City of Avon Park is shown in Table 6 and Figure 4 below. In the immediate ten year period from 2015-2025, the functional population is projected to increase from 20,591 to 21,010, with an annual growth rate of 0.19 percent. Over the next 20 years (2015-2035), the functional population is projected to increase from 20,591 to 21,375, with an annual growth rate of 0.18 percent. Generally, the projected growth rates shown here, which do not include any additional land acquisition through future annexations, reflect a minimal, yet uniform increase over the 10 and 20 year periods.

Table 6: Projected Population Annual Growth Rates of the City of Avon Park

City of Avon Park Projected Annual Growth Rates									
Year				2015-2020		2015-2025		2015-2035	
2015	2020	2025	2035	% Change	Annual Growth Rate	% Change	Annual Growth Rate	% Change	Annual Growth Rate
20,591	20,810	21,010	21,375	1.05	0.21	1.99	0.199	3.66	0.183

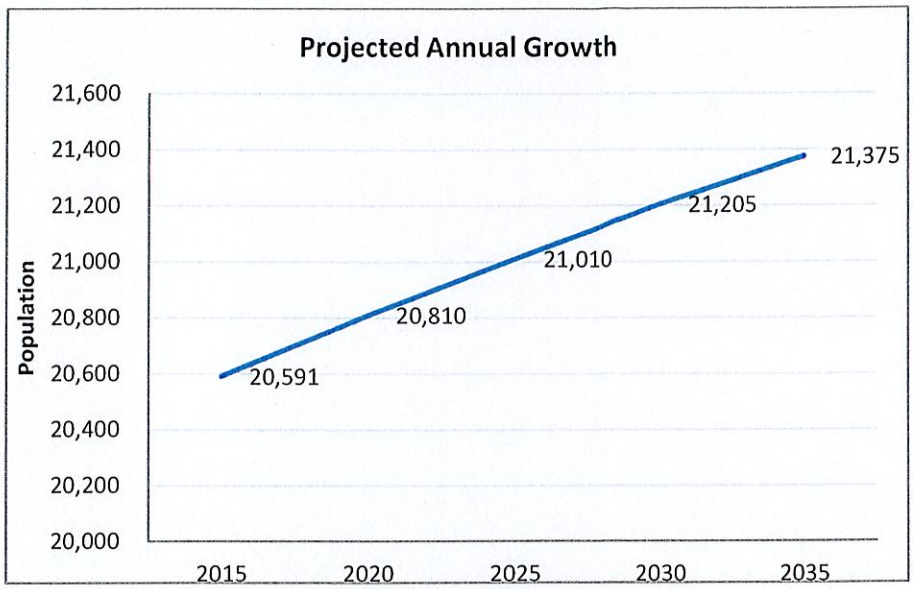


Figure 4: Projected Annual Growth

Table 7 below compares projected water demand to permitted water supply based on functional population projections and a 5-year average consumption rate of 88 gpcd. The projections reveal a daily demand of 1,881,000 gpd by 2035. Based on these figures the City is projected to maintain a water surplus within the immediate ten year planning period (through 2025), throughout the current WUP (effective through 2029), and as shown, through the 2035 planning period. Based on the 5-year average demand, the City is expected to be able to serve projected growth.

Table 7: Projected Water Demand – 5-Year Average Consumption Rate (2015-2035)

	2015	2020	2025	2030	2035
Population	20,591	20,810	21,010	21,205	21,375
Average Per Capita Demand (GPCD)	88	88	88	88	88
Projected Average Demand (GPD)	1,812,008	1,831,280	1,848,880	1,866,040	1,881,000
WUP Permitted Capacity (GPD)	2,371,600	2,371,600	2,371,600	2,371,600	2,371,600
Surplus (Deficit) Demand (GPD)	559,592	540,320	522,720	505,560	490,600
Demand % of Permitted Capacity	76.4%	77.2%	78.0%	78.6%	79.3%

SECTION 3: GOALS, OBJECTIVES, AND POLICIES

3.1 Water Conservation and Water Reuse

The City of Avon will continue to promote water conservation and reuse in the service area. To date, the City has implemented a number of water conservation regulations and initiatives consistent with SWFWMD's requirement for implementation of a water conservation plan. Avon Park will continue to use the following techniques throughout the ten-year planning period:

- Conduct audits of the municipal water system to determine areas that may be in need of repairs or contributing to increased water consumption through leaking pipes, and prioritize accordingly.
- Require the use of low volume plumbing fixtures for all new construction, to be enforced as part of the City's building code and other appropriate permitting regulations.
- Require the use of Florida Friendly landscaping techniques for all new development and continuous promotion of all new automatic landscape irrigation systems to be fitted with properly installed automatic shutoff devices.
- Maintain the water conserving rate structure.
- Educate residents in water conservation and best practices through outreach programs.

The City will coordinate future water conservation efforts with SWFWMD to ensure that proper techniques are applied. In addition, the City will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally-sensitive manner.

3.2. Intergovernmental Coordination

The City continues to coordinate with the Highlands County regarding water resource issues, including coordination on water supply plans. The City also maintains its partnership and intergovernmental coordination with the Heartland Water Alliance. In June of 2002, the Heartland Water Alliance (HWA), which consists of Polk, Hardee, Highlands, and DeSoto Counties, was formed to address water supply concerns identified in the Heartland region. A three-phased work plan was developed to identify existing and proposed water demands through 2025 and potential water supply projects to meet the goals of the plan. The goal of the HWA work plan is to ensure that adequate water resources are planned for and available to meet the water needs of the four-county HWA area through the year 2025. The City of Avon Park will continue to work with the HWA and other agencies to ensure adequate water supplies are available. Ongoing coordination is also maintained with the SWFWMD. As part of the SWFWMD permitting requirements, the City is required to complete a Public Supply Annual

Report which documents and provides updates on water demands and facilities information for water use permit compliance and maintenance purposes.

3.3. Capital Improvements

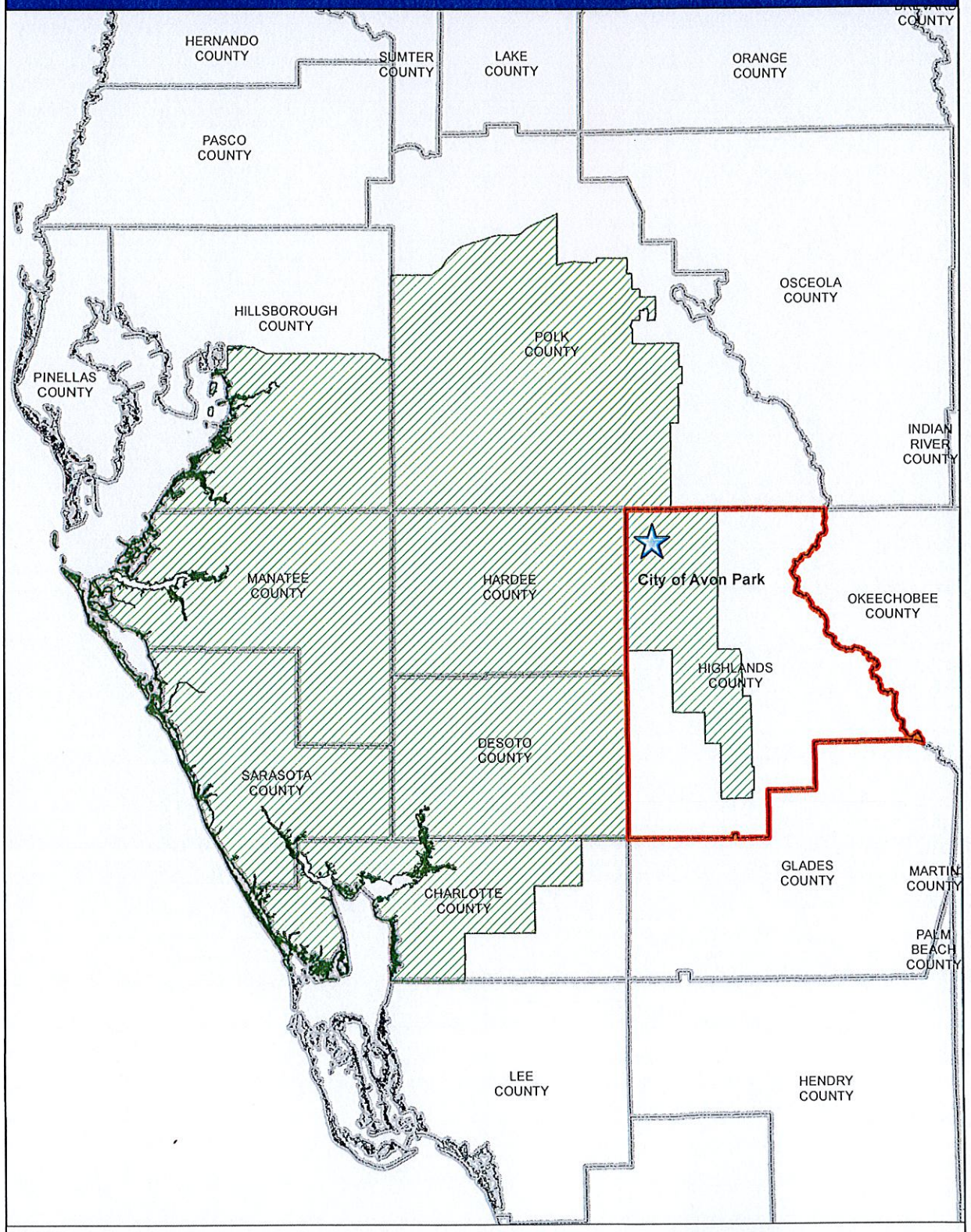
There are currently no urgent physical deficiencies identified in the City's system. However, several water distribution and rehabilitation/replacement projects are identified in the City's Five-Year Capital Improvements Plan (CIP), including the addition of municipal wells and fire hydrants, water/sewer transmission projects, waterline rehabilitation, and wastewater collection improvements. The Five-Year CIP (FY16-17 through FY20-21) identifies a total of approximately $8 million in improvements to the City's water system and sewer projects.

SECTION 4: CONCLUSION

4.1 Conclusion

The City of Avon Park maintains and operates a potable water (utility) system serving users both inside and outside of the current City limits. The City system also operates within the boundary of the Southern Water Use Caution Area (SWUCA). As mentioned, the requirements under the SWUCA state that the Level of Service (LOS) standard for water must be lower than 150 gpcd. The City's adopted LOS for water consumption is 120 gpcd. Based on the City's reported 5-year average consumption rate, demand is currently 88 gpcd. Both the current LOS and the City's 5-year average demand are below the SWUCA limitation of 150 gpcd. Currently, the City's utility is permitted to distribute 2,371,600 GPD. The current average demand for potable water service is approximately 1,812,008 GPD, leaving an available capacity of 559,592 GPD. The City of Avon Park is prepared to meet projected growth through the 2035 planning period (See Table 7). Even though the projected functional population shows a minimal growth increase and a surplus on the City's system of the next twenty years, the City will continue its conservation efforts through all available resources and continue to upgrade its facilities when and where improvements are needed to ensure a quality water supply system is maintained.

Map 1 - Southern Water Use Caution Area (SWUCA)



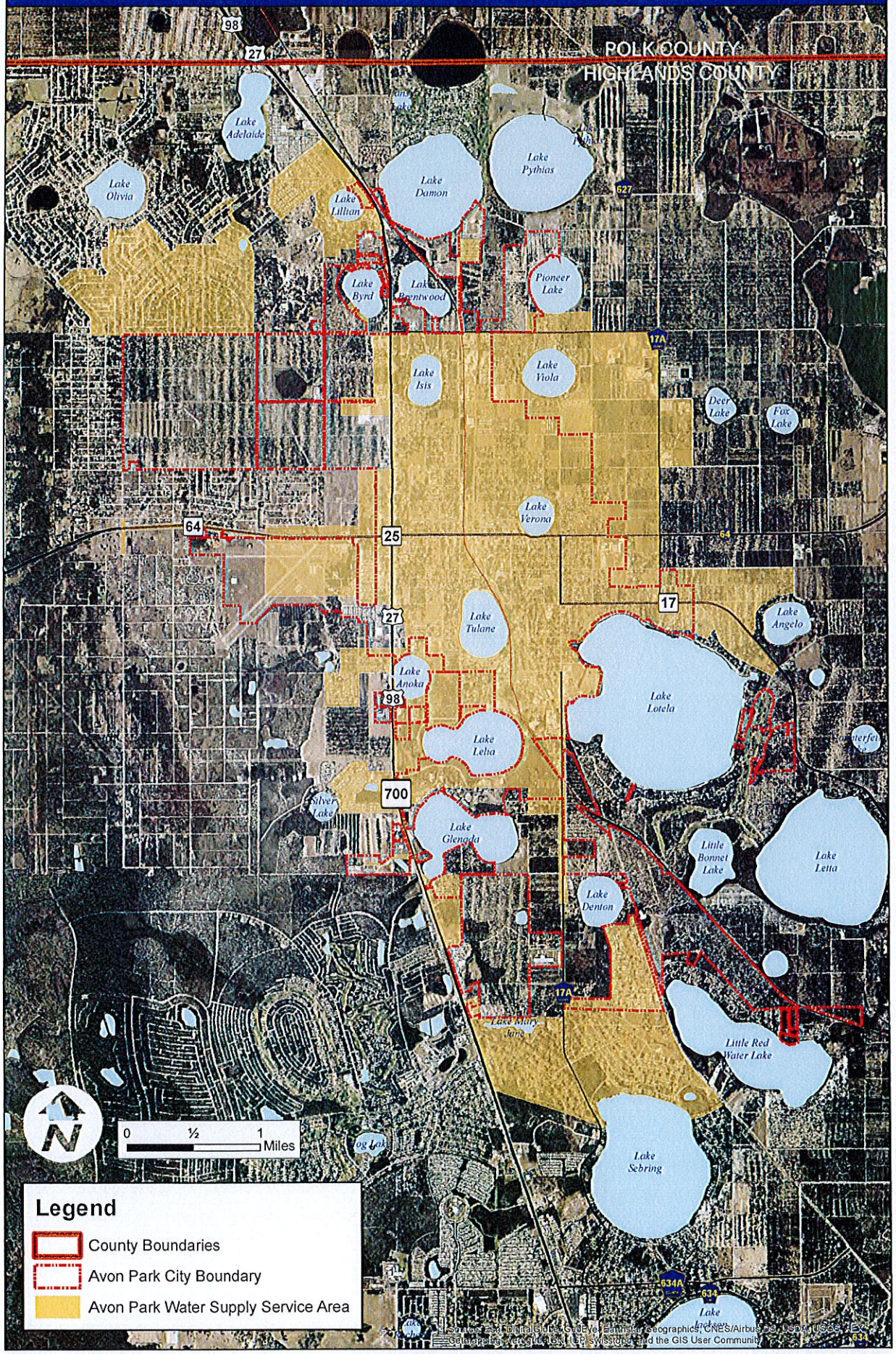
Legend

- Highlands County Boundaries
- Southern Water Use Caution Area (SWUCA)

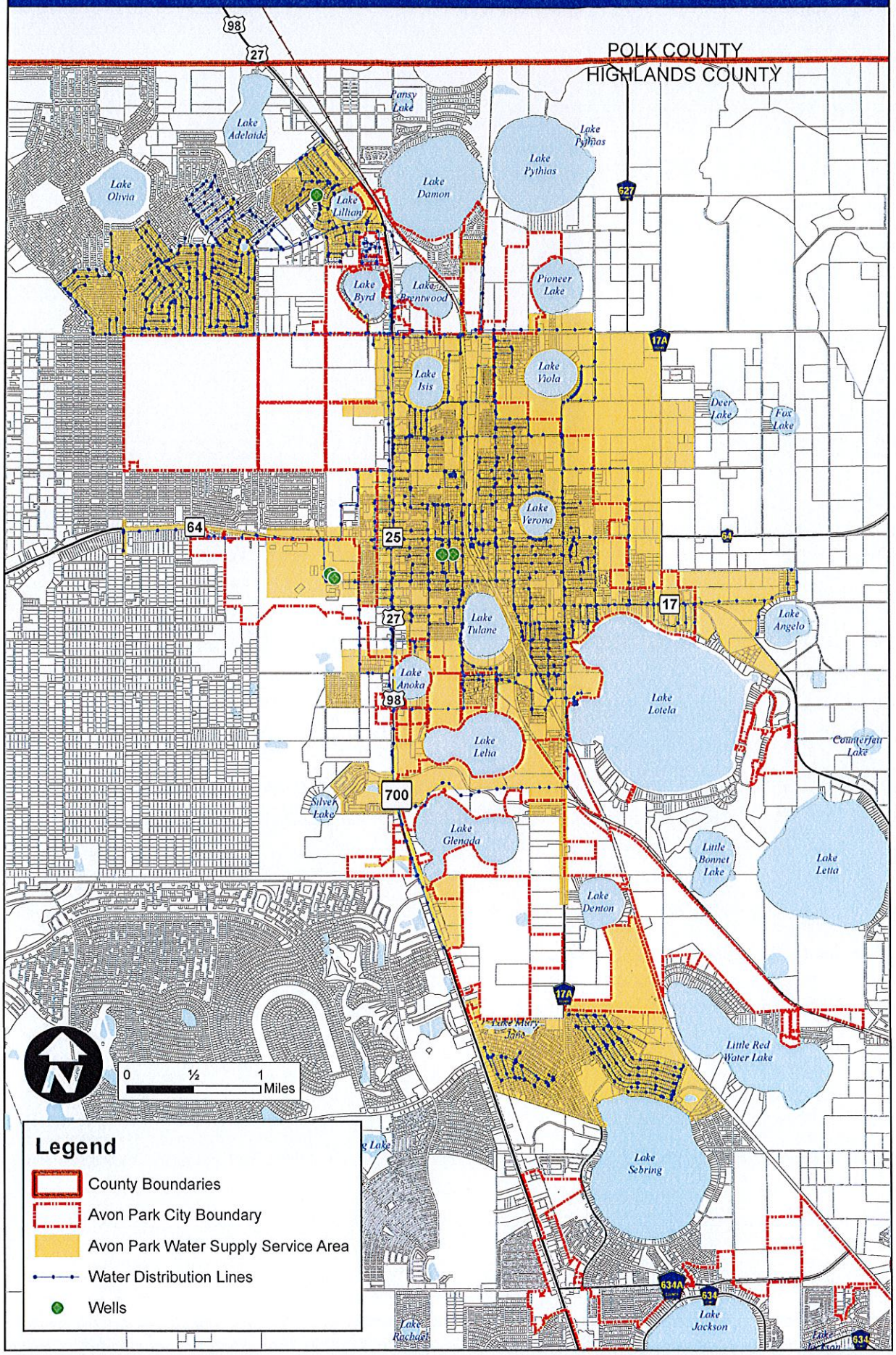
N

0 15 30
Miles

CITY OF AVON PARK
Map 2 - Public Water Supply Service Area



CITY OF AVON PARK
Map 3 - Public Water Supply Facilities Location Map



ORDINANCE 26-16
EXHIBIT "C"

CITY OF AVON PARK

5 YEAR CAPITAL IMPROVEMENT PLAN PROPOSED

FY 2016-2017 THRU FY 2020-2021

CAPITAL IMPROVEMENT PLAN

INTRODUCTION

This document provides the residents of Avon Park and City Staff with the City's adopted Capital Improvement Plan (CIP) for a five-year period through the fiscal year ending September 30, 2020.

The CIP is the City's financial plan of proposed capital projects, their costs, and timing over a five-year period. The CIP is designed to meet City infrastructure needs. The CIP is reviewed and updated annually.

The CIP focuses on the acquisition, construction, and renovation of public facilities and on the funding of such, with special attention to both long-term borrowing and short-term debt. The CIP is presented to the Mayor and City Council, concurrently with the operating budget. The CIP can be modified during the year as needs, priorities and resources change.

Capital expenditures included as projects in the CIP should:

- Have a long useful life, or add to the physical infrastructure and capital assets of the City, or enhance the productive capacity of services.
- Be related to current or potential infrastructure projects.
- Have an estimated total cost of $50,000 or more.

Capital improvements are programmed and scheduled based on the City's projected financial ability to purchase and maintain the project. Each project is analyzed to determine its financial impact on operations, operating expenditures and revenues. The City finances capital projects in a variety of ways: general obligation bonds/ notes, revenue bonds, grants and cash.

Each year the CIP is prepared from project requests submitted by the various departments of the City. The requests require a project description, justification, cost estimates, implementation schedule and statement of impact on the City's annual operating budget. With the preparation of the project request, the Budget/Accounting Supervisor and City Manager obtain information concerning financial resources. After compilation of the request, the Budget/Accounting Supervisor and City Manager review projects.

The first year of the five-year CIP is the capital budget. The budget is adopted by the City Council with the adoption of the annual operating budget. There is no commitment to expenditures or appropriations beyond the year of the CIP.

The Capital Improvement Plan for year ending 2016-2021 totals $17,800,000.

CIP Summary Proposed
5-Year Capital Improvement Plan FY 2015-2020

Summary: Appropriations by Functional Area

	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Transportation	400,000	150,000	200,000	200,000	150,000
Parks & Recreation	400,000	200,000	200,000	200,000	200,000
General Gov't.	1,475,000	0	0	875,000	0
Water/Sewer	3,970,000	830,000	1,000,000	1,040,000	1,200,000
Airport	2,480,000	150,000	1,800,000		0
Solid Waste	0	265,000	265,000	150,000	0
Total	**$8,725,000**	**$1,595,000**	**$3,465,000**	**$2,465,000**	**$1,550,000**

Funding Sources: Estimated Revenues

	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Federal Grants	0	0	0	0	0
State Grants	750,000	200,000	200,000	1,075,000	200,000
SWFMWD	0	0	0	0	0
State DOT	980,000	0	50,000	0	0
Infrastructure Surtax	1,525,000	150,000	200,000	200,000	150,000
Highlands County	0	0	0	0	0
Airport Enterprise Fund	0	0	0	0	0
Fed. FAA	1,500,000	150,000	1,700,000	0	0
Fed. FEMA	0	0	0	0	0
Capacity fees	0	0	0	0	0
CRA Main Street	0	0	0	0	0
CRA Southside	0	0	0	0	0
CRA Airport	0	0	50,000	0	0
Developer/residential	0	0	0	0	0
Water/Sewer Fund	3,970,000	830,000	1,000,000	1,040,000	1,200,000
Solid Waste	0	265,000	265,000	150,000	
Total	**$8,725,000**	**$1,595,000**	**$3,465,000**	**$2,465,000**	**$1,550,000**

TRANSPORTATION:

Street Improvements Multi-Year Project:

2017-Street Improvements

The Street Department will continue the road improvement program inside the City limits. This will improve our roads and help the flow of traffic. Projects include but are not limited to paving all City owned dirt roads, maintain all roads which will extend their useful life. Reconstruct roads and improve drainage within the City limits. The estimated cost is $100,000 and will be funded entirely out of the Infrastructure Surtax.

2018-Street Improvements

The Street Department will continue the road improvement program inside the City limits. This will improve our roads and help the flow of traffic. Projects include but are not limited to paving all City owned dirt roads, maintain all roads which will extend their useful life. Reconstruct roads and improve drainage within the City limits. The estimated cost is $100,000 and will be funded entirely out of the Infrastructure Surtax.

2019-Street Improvements

The Street Department will continue the road improvement program inside the City limits. This will improve our roads and help the flow of traffic. Projects include but are not limited to paving all City owned dirt roads, maintain all roads which will extend their useful life. Reconstruct roads and improve drainage within the City limits. The estimated cost is $100,000 and will be funded entirely out of the Infrastructure Surtax.

2020-Street Improvements

The Street Department will continue the road improvement program inside the City limits. This will improve our roads and help the flow of traffic. Projects include but are not limited to paving all City owned dirt roads, maintain all roads which will extend their useful life. Reconstruct roads and improve drainage within the City limits. The estimated cost is $100,000 and will be funded entirely out of the Infrastructure Surtax.

2021-Street Improvements

The Street Department will continue the road improvement program inside the City limits. This will improve our roads and help the flow of traffic. Projects include but are not limited to paving all City owned dirt roads, maintain all roads which will extend their useful life. Reconstruct roads and improve drainage within the City limits. The estimated cost is $100,000 and will be funded entirely out of the Infrastructure Surtax.

Sidewalks and Curbs Multi-Year Project:

2017 Sidewalks – New and Replace

The Street Department will continue to construct, and replace sidewalks inside the City limits. This will improve our potential hazard for insurance claims due to broken sidewalks. As the City annexes in property, we will need to look at areas we can improve by constructing new sidewalks. The estimated cost is $250,000 and will be funded entirely out of the infrastructure Surtax.

2018 Sidewalks – New and Replace

The Street Department will continue to construct, and replace sidewalks inside the City limits. This will improve our potential hazard for insurance claims due to broken sidewalks. As the City annexes in property, we will need to look at areas we can improve by constructing new sidewalks. The estimated cost is $50,000 and will be funded entirely out of the infrastructure Surtax.

2019 Sidewalks – New and Replace

The Street Department will continue to construct, and replace sidewalks inside the City limits. This will improve our potential hazard for insurance claims due to broken sidewalks. As the City annexes in property, we will need to look at areas we can improve by constructing new sidewalks. The estimated cost is $100,000 and will be funded entirely out of the infrastructure Surtax.

2020 Sidewalks – New and Replace

The Street Department will continue to construct, and replace sidewalks inside the City limits. This will improve our potential hazard for insurance claims due to broken sidewalks. As the City annexes in property, we will need to look at areas we can improve by constructing new sidewalks. The estimated cost is $100,000 and will be funded entirely out of the infrastructure Surtax.

2021 Sidewalks – New and Replace

The Street Department will continue to construct, and replace sidewalks inside the City limits. This will improve our potential hazard for insurance claims due to broken sidewalks. As the City annexes in property, we will need to look at areas we can improve by constructing new sidewalks. The estimated cost is $50,000 and will be funded entirely out of the infrastructure Surtax.

Storm water/Drainage Multi Year Project:

2017-Storm water/Drainage Improvements

Improvement to the storm water/drainage will correct nuisance flooding, corrective maintenance, infrastructure replacement and upgrade, and water quality costs. The City is faced with increasing state and federal requirements for management of storm water runoff. The county is experiencing relatively rapid population growth and development that will further strain the capabilities of the

existing storm water systems and will likely add significant additional maintenance and management responsibilities. This phase would include the development of a water quality model and accurate inventory of all basins, inlets, and outfalls. The model will be GIS based, and would provide a means for the City to evaluate drainage, and water quality issues. The projected cost for this project is estimated at $50,000.

TRANSPORTATION

	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Street Improvements	100,000	100,000	100,000	100,000	100,000
Sidewalks & Curbs	250,000	50,000	100,000	100,000	50,000
Storm water/Drainage	$50,000				
Total Projects	**$400,000**	**$150,000**	**$200,000**	**$200,000**	**$150,000**
REVENUE SOURCES	**FY 2016-2017**	**FY 2017-2018**	**FY 2018-2019**	**FY 2019-2020**	**FY 2020-2021**
SWFMWD					
Infrastructure Surtax	400,000	150,000	200,000	200,000	150,000
Total Revenues	**$400,000**	**$150,000**	**$200,000**	**$200,000**	**$150,000**

PARKS AND RECREATION:

2017-MLK Sports Complex

The MLK Park needs some perimeter sidewalks, and new energy efficient LED night lights for events. The park is large and has capacity to provide expanded recreational use.

The Lucy Derkman Softball Complex currently is used for women's softball activities. This project will provide demolish the old restrooms, install walkways, replace fence and seating, shade structures and other infrastructure. These projects will be budgeted at $400,000 from infrastructure with a potential match from RPAC.

2019-Aline McWhite Park Rehab and Parking additions

The playground equipment at Aline McWhite Park will be in need of rehab and replacement after 10 years of heavy use. A FRDAP grant totaling $200,000 will be sought improvements, such as, lighting, basketball courts, pavilions, playground structure rehab and replacement and improved walkways for passive recreation.

2020-Lake Tulane Beach Recreation Trail/Park

The Lake Tulane beach area needs connectivity with an 8 ft sidewalk, with lighted path to connect the lake front to an exercise trail which connects to the pavilion and park. This project would be funded by the Florida Recreation Development Assistance Program (FRDAP) for $200,000.

2021-Lake Tulane Playground

The Lake Tulane beach area has historic significance to the City of Avon Park. The lake has been proven to be one of the oldest lakes in North America. The restrooms are in need of repair. The park is large and has capacity to provide expanded recreational use. The park can be developed to include additional pavilions, a child playground area, parking and beach refurbishment. This project would be funded by the Florida Recreation Development Assistance Program (FRDAP) for $200,000.

PARKS AND RECREATION

	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
MLK Sports Complex	200,000				
Lucy Derkman Softball	200,000				
Aline McWhite Park			200,000		
Donaldson Park					
Twin Lakes					
Durrah Martin Park					
Lake Tulane Park				200,000	200,000
TOTAL PROJECTS	**$400,000**	**$0**	**$200,000**	**$200,000**	**$200,000**
Revenue Sources	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
State Grants			200,000	200,000	200,000
Highlands County					
Community Redevelopment Funds					
Impact Fees (county)					
Infrastructure	**400,000**				
TOTAL REVENUES	**$400,000**	**$0**	**$200,000**	**$200,000**	**$200,000**

GENERAL GOVERNMENT:

2017-Public Safety Equipment:

Replacement of fire engine budgeted at $600,000.

2017-CDBG/ Neighborhood Revitalization:

A Community Development Block Grant (CDBG) has been submitted for installation of sidewalks and mitigation infrastructure in the residential areas along South portions of the Main Street CRA district. Total cost of this project is $875,000 with $750,000 from CDBG grant and $125,000 from City infrastructure fund.

2020-CDBG/ Neighborhood Revitalization:

A Community Development Block Grant (CDBG) has been submitted for installation of sidewalks and mitigation infrastructure in the residential areas along South portions of the Southside CRA district. Total cost of this project is $875,000 with $750,000 from CDBG grant and $125,000 from City infrastructure fund.

GENERAL GOVERNMENT

Project	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Public Safety Equipment	600,000				
Neighborhood Revitalization	875,000			875,000	
Community Center Remodeling					
Alt St Rd 17 Pedestrian Safety					
Brickell Building					
101 West Main demolition					
HWY 27 Beautification					
TOTAL PROJECTS	**$1,475,000**	**$0**	**$0**	**$875,000**	**$0**
REVENUE	FY	FY	FY	FY	FY

SOURCES	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Federal Grants					
State Grants	750,000		750,000	750,000	
Infrastructure Surtax	725,000		125,000	125,000	
CRA Main Street Funds					
TOTAL REVENUES	**$1,475,000**	**$0**	**$875,000**	**$875,000**	**$0**

WATER/SEWER:

Lift Station Rehabilitation:

2018-Lift Station Upgrades:

The City will budget $100,000 from the utility fund to replace the mechanical and structural elements at the lift stations.

2019-Lift Station Upgrades:

The City will budget $100,000 from the utility fund to replace the mechanical and structural elements at the lift stations.

2020-Lift Station Upgrades:

The City will budget $100,000 from the utility fund to replace the mechanical and structural elements at the lift stations.

2021-Lift Station Upgrades:

The City will budget $100,000 from the utility fund to replace the mechanical and structural elements at the lift stations.

Water Meter Replacement Program:

2017 $40,000

2018 $40,000

2019 $40,000

2020 $40,000

Water/Sewer Multi Year Transmission:

2017 Transmission Water main expansions

This project is to continue to expand the City's utilities into other densely populated areas or for areas where the City has entered into developer agreements for service. The projected cost of this project is budgeted at $2,000,000. This project is funded from the water/sewer fund.

2018 Transmission Water main expansions

This project is to continue to expand the City's utilities into other densely populated areas or for areas where the City has entered into developer agreements for service. The projected cost of this project is $300,000. This project is funded from the water/sewer fund.

2019 Transmission Water main expansions

This project is to continue to expand the City's utilities into other densely populated areas or for areas where the City has entered into developer agreements for service. The projected cost of this project is $300,000. This project is funded from the water/sewer fund.

2020 Transmission Water main expansions

This project is to continue to expand the City's utilities into other densely populated areas or for areas where the City has entered into developer agreements for service. The projected cost of this project is $300,000. This project is funded from the water/sewer fund.

2021 Transmission Water main expansions

This project is to continue to expand the City's utilities into other densely populated areas or for areas where the City has entered into developer agreements for service. The projected cost of this project is $300,000. This project is funded from the water/sewer fund.

Wastewater Treatment Plant:

2016 through 2017 Land Purchase, New Ponds, and Transmission

This project consists of purchasing 45 acres for new treated water percolation ponds, design, permitting and construction of new ponds, transmission and pump station. The project will start in 2015 and be completed in 2017 costs are projected at $980,000 as outlined below:

~~Land purchase~~	~~2016~~	~~$1,300,000~~	
Transmission	2017	$320,000*	Estimated for 9,100 ft of pipe

Permitting	2017	$60,000*	Professional Services
Pump Station	2017	$200,000*	Estimated
Pond	2017	$400,000*	Estimated to move material for 30 acres of land

2017-Redundant Screw Press Residuals Machine:

This project costing $500,000 will consist of the installation of a second residuals processing system will be paid out of the water/sewer fund.

2019-Redundant Septage Processing Machine:

This project costing $170,000 will consist of the installation of a second septage processing system will be paid out of the water/sewer fund.

2019-Emergency Power for Wastewater Plant

This project costing $350,000 will consist of the installation of a new emergency power generator will be paid out of the water/sewer fund.

2020-Wastewater Plant HeadWorks Equipment Replacement: New Bar-screen, grease trap, grit chamber. This project will be funded from the utility fund at $350,000.

2020-Replacement Vacuum Truck:

This project costing $250,000 will consist of purchasing a new vacuum/jetter truck which will be paid out of the water/sewer fund in 2020.

2021-Wastewater Plant Improvements: New surcharge basin, new clarifier, added holding tanks, projected costs $800,000.

Wastewater Collection System Multi Year Project

2017-video taping and pipe lining program:

This project costing an estimated $150,000 to inspect and video tape the gravity sanitary sewer, and start lining the most impacted pipe lines.

Wastewater Collection System Rehabilitation Phase II:

The older sections of the gravity sewer transmission system should be lined to minimize infiltration, preserve its integrity and prevent system failures. For this purpose, we recommend budgeting and developing a work program of $40,000 annually. This project is expected to commence and be completed in the year ending 2018.

Wastewater Collection System Rehabilitation Phase III:

The older sections of the gravity sewer transmission system should be lined to minimize infiltration, preserve its integrity and prevent system failures. For this purpose, we recommend budgeting and developing a work program of $40,000 annually. This project is expected to commence and be completed in the year ending 2019.

Wastewater Collection System Rehabilitation Phase IV:

The older sections of the gravity sewer transmission system should be lined to minimize infiltration, preserve its integrity and prevent system failures. For this purpose, we recommend budgeting and developing a work program of $40,000 annually. This project is expected to commence and be completed in the year ending 2020.

2017-Water Treatment Facilities Well Head Mechanical, Electrical, Piping

2015/2017-Construction of two new Water Wells: This project will consist of an estimated cost of $300,000 to install new mechanical pumping systems with transmission piping in recently drilled new well heads, with commercial electrical wiring power from Motor Control Center, 3-phase power, software programming changes to new SCADA system to incorporate the third well.

WATER/SEWER FUND

Project	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Municipal Wells	300,000				
Water/sewer transmission	2,000,000	300,000	300,000	300,000	300,000
Lift Station Upgrades		100,000	100,000	100,000	100,000
Vacuum Truck				250,000	
Fire Hydrant R/M					
Meter Replacement	40,000	40,000	40,000	40,000	
Septage and dewatering equip	500,000	350,000	170,000		
Waterline Rehabilitation					
Wastewater Treatment Rehabilitation			350,000	350,000	800,000
Perc ponds and transmission	980,000				
Wastewater Collection System	150,000	40,000	40,000		
TOTAL PROJECTS	**$3,970,000**	**$830,000**	**$1,000,000**	**$1,040,000**	**$1,200,000**

REVENUE SOURCES	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
SWFWMD grant					
State Grants					
Capacity fees					
Developer/Residential					
City Funding WS	3,970,000	830,000	1,000,000	1,040,000	1,200,000
Infrastructure					
TOTAL REVENUES	**$3,970,000**	**$830,000**	**$1,000,000**	**$1,040,000**	**$1,200,000**

SOLID WASTE:

2018- Rear Loading Garbage Truck:

The sanitation department will purchase a new garbage truck. This will be part of the five year replacement program for large equipment. The estimated cost is $265,000 and will be funded out of the Solid Waste Fund.

2019- Front End Loader Truck:

The sanitation department will purchase a new garbage truck to continue working on a five year replacement program of large equipment. This will help with the growth of the City and decrease repair costs. The estimated cost is $265,000 and will be funded out of the Solid Waste Fund.

2020- Grapple Truck:

The sanitation department will purchase a new grapple truck, estimated to cost $150,000.

2021- Rear Loading Garbage Truck:

The sanitation department will purchase a new garbage truck. This will be part of the five year replacement program for large equipment. The estimated cost is $265,000 and will be funded out of the Solid Waste Fund.

SOLID WASTE

Project	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Rear Garbage Truck		265,000			265,000
Front End Dumpster Truck			265,000		
Grapple Truck				150,000	
TOTAL PROJECTS		**$265,000**	**$265,000**	**$150,000**	**$265,000**
REVENUE SOURCES	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Sanitation Fund		265,000		150,000	265,000
TOTAL REVENUES		**$265,000**	**$265,000**	**$150,000**	**$265,000**

AIRPORT:

2017-T-Hangar relocation for Design and Construction

Due to safety concerns, the FDOT is willing to provide up to $600,000, without a City Match, through a Joint Participation Agreement to relocate some older hangars which may be encroaching into normal airport operations.

2017-Rehabilitate Runway 5-23 (Phase 1 Design)

This project will provide for the design to rehab the existing asphalt on Runway 5-23. Airfield pavements typically have a life expectancy of approximately 15 years. The design will identify the most cost effective method for rehabilitating the runway pavement. The projected cost of the design is $80,000 funded by FAA.

2017-Rehabilitate Runway 5-23 (Phase II Construction)

Construction/Rehab of 5-23 will be funded by FAA $ 1,500,000.

2017-Service Road:

Service Road project (design and construction) is estimated at $300,000 and funded through FDOT.

2018-Parallel Taxiway to Runway 10-28 (Phase 1 Design)

This Project Design will be funded from FAA at $150,000.

2019-Parallel Taxiway to Runway 10-28 (Phase II Construction)

This project Construction with funding from the FAA $1,700,000, State FDOT funding $50,000 and a Local match of CRA totaling $50,000 (Total project $1,800,000).

AIRPORT

Project Name	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
Design & Construct T Hangars	600,000				
Airport Drainage					
Service Road (Design and Construct)	300,000				
Parallel Taxiway to Runway 10-28(Environmental Assessment)					
Parallel Taxiway to Runway 10-28 (Phase 1 Env and Design)		150,000			
Parallel Taxiway to Runway 10-28 (Phase II Construction)			1,800,000		
Fuel Farm					
Runway 5-23 (Phase II const)	1,500,000				
Apron Expansion					
Runway 5-23 (Phase 1 Design)	80,000				
TOTAL PROJECTS	**$2,480,000**	**$150,000**	**$1,800,000**	**-**	**-**
REVENUE SOURCES	**2016-2017**	**2017-2018**	**2018-2019**	**2019-2020**	**2020-2021**
Federal (FAA)	1,500,000	150,000	1,700,000		
Federal (FEMA)					
County Match					
State (FDOT)	980,000		50,000		
Infrastructure Loan					
State (SWFWMD)					
Highlands County					
Airport CRA Fund			50,000		
Airport Enterprise Fund					
Infrastructure Fund					
TOTAL REVENUES	**$2,480,000**	**$150,000**	**$1,800,000**	**-**	**-**

E-11

E 11

ORDINANCE NO. 26-16

AN ORDINANCE TO ANNEX TEN (10) PARCELS OF LAND OWNED BY DIFFERENT PEOPLE INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, WITH SUCH LAND BEING GENERALLY LOCATED WEST OF HOLLYHURST DRIVE, NORTH OF LAKE LOTELA DRIVE AND WEST OF SR 17 S. AS SHOWN IN THE ATTACHED MAP; PROVIDING FOR FINDINGS OF COMPLIANCE WITH ANNEXATION STATUTES AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

Addresses and Tax ID of Properties

Map ID	PARCELNO	ACREAGE	ADDRESS
1	C25332805001200020	0.46	1790 HOLLYHURST DR AVON PARK
2	C25332805001200030	0.44	1800 HOLLYHURST DR AVON PARK
3	C25332805001200070	0.46	1820 HOLLYHURST DR AVON PARK
4	C25332805001200080	0.46	1850 HOLLYHURST DR AVON PARK
5	C25332805001200110	0.46	1880 HOLLYHURST DR AVON PARK
6	C25332805001400031	1.13	1401 LAKE LOTELA DRIVE
7	C25332805001700070	0.60	1215 LAKE LOTELA DRIVE
8	C25332805001700160	0.78	1101 LAKE LOTELA DRIVE
9	C35332804000A00020	0.69	975 LAKE LOTELA DRIVE
10	C35332804000A00230	0.93	555 LAKE LOTELA DRIVE

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

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

==========

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

	Yes	No	Abstain	Absent
Council member/Mayor Schuler	☐	☐	☐	☐
Council member/Deputy Mayor Giles	☐	☐	☐	☐
Council member Heston	☐	☐	☐	☐
Council member Sutherland	☐	☐	☐	☐
Council member Smith	☐	☐	☐	☐

This ordinance was authorized to be read for a second and final time at the Regular

Meeting of the City Council on the _____ day of _____, 20____, where it was voted on by members of the City Council as follows:

	Yes	No	Abstain	Absent
Council member/Mayor Schuler	☐	☐	☐	☐
Council member/Deputy Mayor Giles	☐	☐	☐	☐
Council member Heston	☐	☐	☐	☐
Council member Sutherland	☐	☐	☐	☐
Council member Smith	☐	☐	☐	☐

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

By:_____

Bonnie Barwick, Interim City Clerk

By:_____

Sharon Schuler, Mayor

APPROVED AS TO FORM:

_____

Gerald Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 26-16

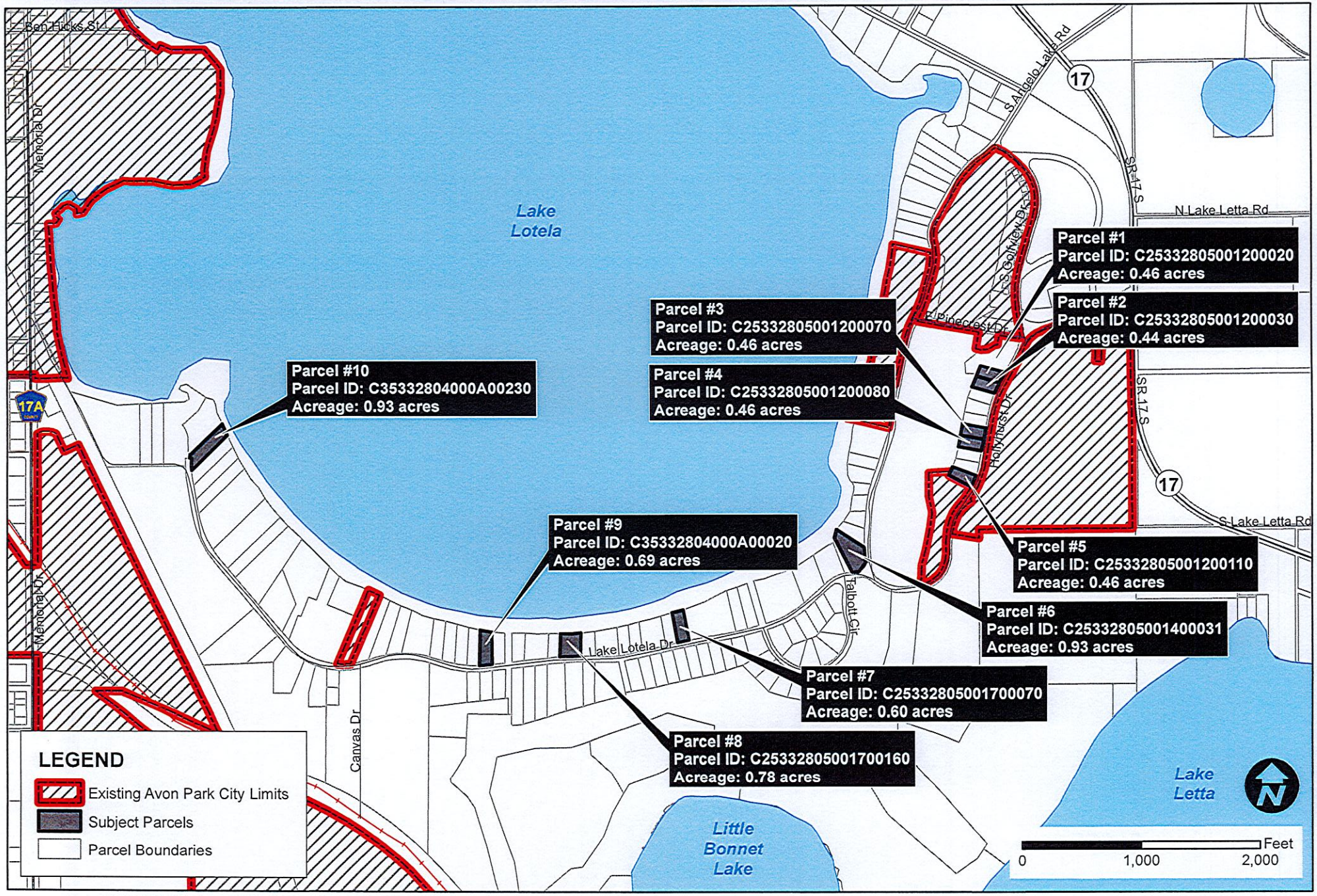


EXHIBIT - B

Parcel C-25-33-28-050-0120-0020

1790 HOLLYHURST DR
AVON PARK, FL 33825

Owners:
ERICKSON MALCOM P + JOYCE F CO-TRS

Mailing Address
1790 HOLLYHURST DR
AVON PARK, FL 33825

MAP ID: 1

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3710.00 - PINECREST GOLF
Millage: 40 - County Southwest Water
Map ID: 45D

Legal Description

REPLAT PINECREST LAKES ETC
PER PB 3-PGS 118-118A-118B
ORIGINAL LOT 2 BLK 12

Parcel C-25-33-28-050-0120-0030

1800 HOLLYHURST DR
AVON PARK, FL 33825

Owners:
BATES BARBARA C

Mailing Address
1800 HOLLYHURST DR
AVON PARK, FL 33825

MAP ID: 2

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3710.00 - PINECREST GOLF
Millage: 40 - County Southwest Water
Map ID: 45D

Legal Description

REPLAT PINECREST LAKES ETC
PER PB 3-PGS 118-118A-118B
ORIGINAL LOT 3 BLK 12

Parcel C-25-33-28-050-0120-0070

1820 HOLLYHURST DR
AVON PARK, FL 33825

Owners:
LUTTRELL ROBERT + MARY ANN

MAP ID 3

Mailing Address
1820 HOLLYHURST DR
AVON PARK, FL 33825-9362

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3710.00 - PINECREST GOLF
Millage: 40 - County Southwest Water
Map ID: 45D

Legal Description

A REPLAT OF PINECREST
LAKES ETC
PER PB 3-PGS 118-118A-118B
ORIGINAL LOT 7 BLK 12

Parcel C-25-33-28-050-0120-0080

1850 HOLLYHURST DR
AVON PARK, FL 33825

Owners:
COZINE JAMES D JR

MAP ID 4

Mailing Address
1850 HOLLYHURST DR
AVON PARK, FL 33825

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3710.00 - PINECREST GOLF
Millage: 40 - County Southwest Water
Map ID: 45D

Legal Description

A REPLAT OF PINECREST
LAKES ETC
PER PB 3-PGS 118-118A-118B
ORIGINAL LOT 8 BLK 12

Parcel C-25-33-28-050-0120-0110

1880 HOLLYHURST DR
AVON PARK, FL 33825

Owners:
FILISKY NORMAN + LAVETA TRS

Mailing Address
1880 HOLLYHURST DR
AVON PARK, FL 33825-9362

MAP ID - 5

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3710.00 - PINECREST GOLF
Millage: 40 - County Southwest Water
Map ID: 45D

Legal Description

A REPLAT OF PINECREST
LAKES ETC
PER PB 3-PGS 118-118A-118B
ORIGINAL LOT 11 BLK 12

Parcel C-25-33-28-050-0140-0031

1401 LAKE LOTELA DR
AVON PARK, FL 33825

Owners:
ABRAIN EDMOND S +
BOBSEINE GRETA L

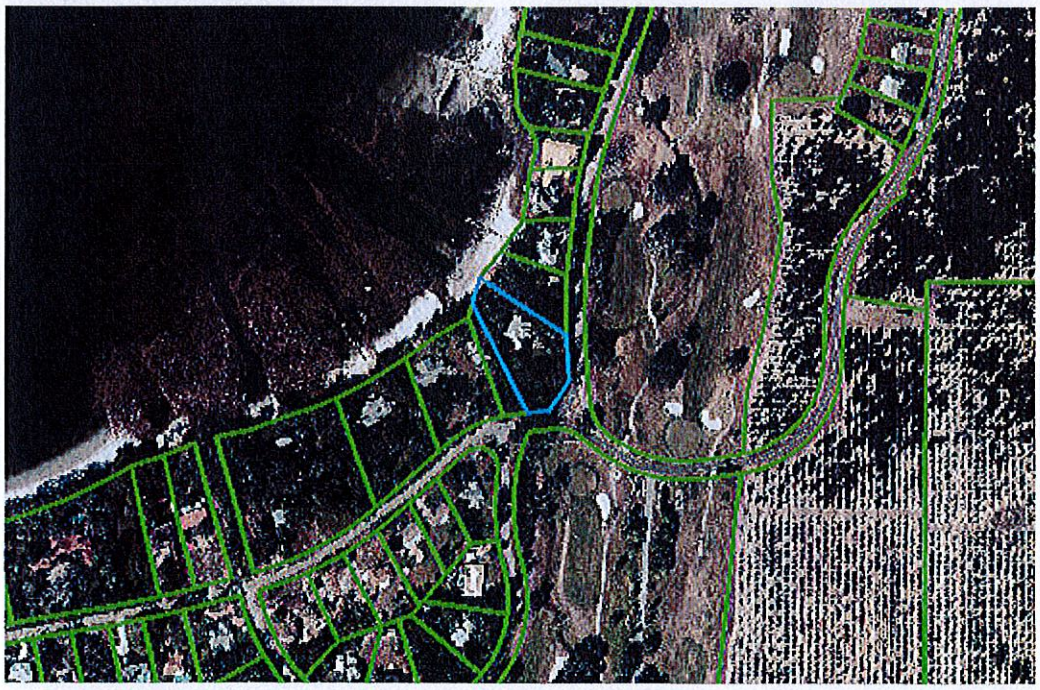
Mailing Address
1401 LAKE LOTELA DR
AVON PARK, FL 33825

MAP ID: 6

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3031.00 - LAKE LOTELA E S
Millage: 40 - County Southwest Water
Map ID: 45D

Legal Description

REPLAT PINECREST LAKES ETC
PB 3 PGS 118-118A-118B
LOT 3 E OF CREEK LESS RD R/W
BLK 14



Parcel C-25-33-28-050-0170-0070

1215 LAKE LOTELA DR
AVON PARK, FL 33825

Owners:
BATES LOUIS E + LORETTA D

Mailing Address
1215 LAKE LOTELA DR
AVON PARK, FL 33825

MAP ID 7

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3031.00 - LAKE LOTELA E S
Millage: 40 - County Southwest Water
Map ID: 45D

Legal Description

REPLAT PINECREST LAKES ETC
PER PB 3-PGS 118-118A-118B
LOT 7 BLK 17

Parcel C-25-33-28-050-0170-0160

1101 LAKE LOTELA DR
AVON PARK, FL 33825

Owners:
LINN ROBERT W +
FALCONER CINDY G

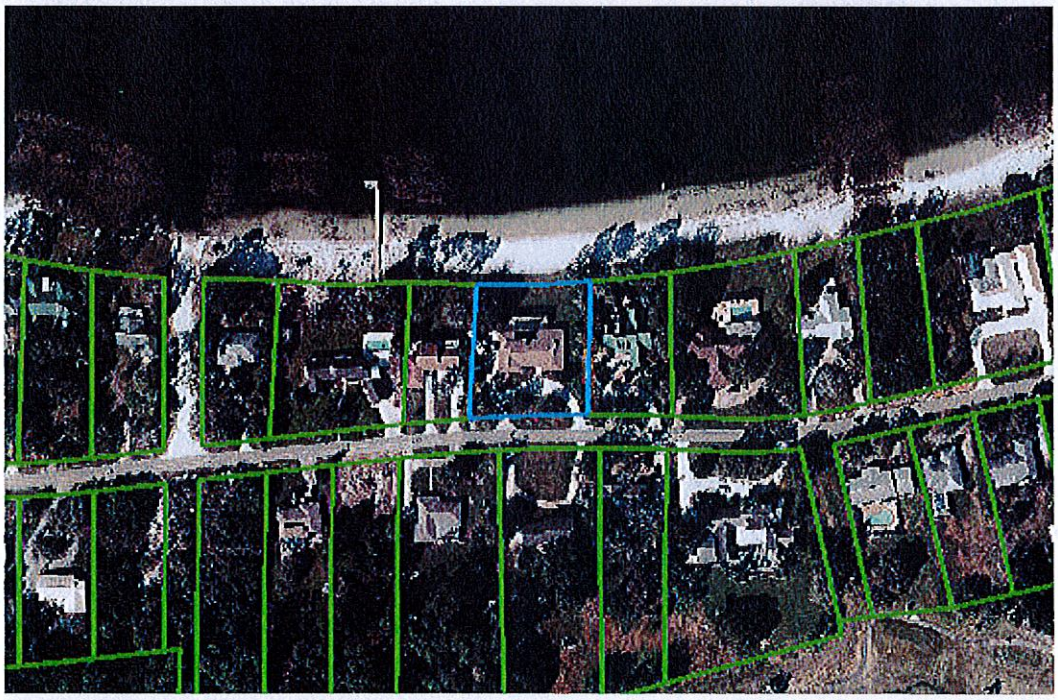
Mailing Address
1101 LAKE LOTELA DR
AVON PARK, FL 33825

MAP ID 8

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3031.00 - LAKE LOTELA E S
Millage: 40 - County Southwest Water
Map ID: 45D

Legal Description

REPLAT PINECREST LAKES ETC
PER PB 3 - PGS 118-118A-118B
LOT 16 -LESS E 24 FT + LOT 17
BLK 17



Parcel C-35-33-28-040-00A0-0020

975 LAKE LOTELA DR
AVON PARK, FL 33825

Owners:
HACHE JOSEPH R + CAROLL L

MAP ID 9

Mailing Address
975 LAKE LOTELA DR
AVON PARK, FL 33825

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3031.00 - LAKE LOTELA E S
Millage: 40 - County Southwest Water
Map ID: 45C

Legal Description

HOLLY SHORE SUB
PER PB 2-PG 145
LOT 2 BLK A

Parcel C-35-33-28-040-00A0-0230

555 LAKE LOTELA DR
AVON PARK, FL 33825

Owners:
GORDON CARTER + JOYCE

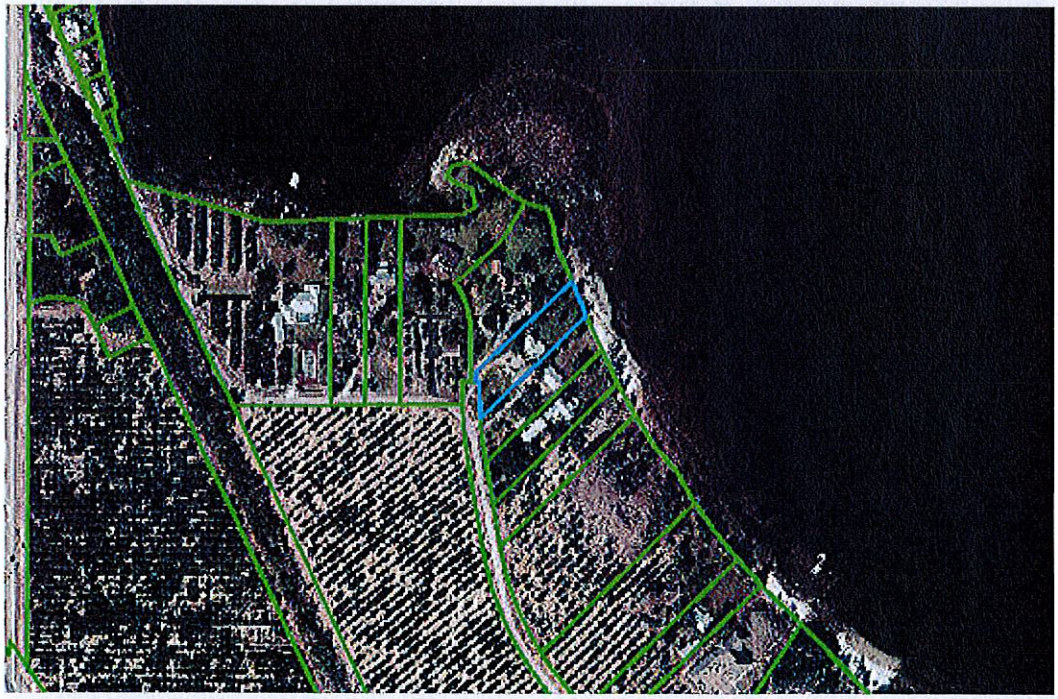
Mailing Address
555 E LAKE LOTELA DR
AVON PARK, FL 33825

MAP ID 10

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3031.00 - LAKE LOTELA E S
Millage: 40 - County Southwest Water
Map ID: 45C

Legal Description

HOLLY SHORE SUB
PER PB 2-PG 145
LOT 23 + A TRI TRACT ALONG
SELY SIE OF LOT 24 BLK A
+ PORT OF ABANDONED HOLLY
SHORE DRIVE



OFFICIAL RECORDS FILE# 1720837 BK 2412 PG 605 RCD: 01/14/2014 03:00:54 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

1

JB
18.50
AIR

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

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

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 16 day of DECEMBER 20 13, by MALCOLM ERICKSON and _____, whose address is 1790 HOLLYHURST DR, AVON PARK FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	Legal Description
1790 HOLLYHURST DR AVON PARK , FL 33825	REPLAT PINECREST LAKES ETC PER PB 3-PGS 118-118A-118B ORIGINAL LOT 2 BLK 12

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

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

Signed, sealed and delivered before these witnesses:

Marnita English
(Signed)

MARNITA ENGLISH
(Printed)

Yarima Cuevas
(Signed)

YARIMA CUEVAS
(Printed)

OWNER:

Malcolm P. Erickson

By: Malcolm P. Erickson

OWNER:

_____

By: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 16th day of December, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Malcolm Erickson. He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

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

CHERYL TIETJEN
Notary Public, State of Florida
My Comm. Expires Jun 7, 2017
Commission # FF 006213
Bonded Through National Notary Assn.

(Seal)

Notary Public, State of Florida

Signature: Cheryl Tietjen
Printed name: Cheryl Tietjen
Commission No. FF006213 My Commission Expires: 6/7/17

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

Notary Public, State of Florida

(Seal)

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

OFFICIAL RECORDS FILE# 1720814 BK 2412 PG 570 RCD: 01/14/2014 02:41:58 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

2

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

JB
18.50
AIR

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

RETURN TO

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 16 day of DECEMBER 20 13, by BARBARA BATES and _____, whose address is 1800 HOLLYHURST DR, AVON PARK FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	Legal Description
1800 HOLLYHURST DR AVON PARK , FL 33825	REPLAT PINECREST LAKES ETC PER PB 3-PGS 118-118A-118B ORIGINAL LOT 3 BLK 12

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

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

Signed, sealed and delivered before these witnesses:

Manuita English
(Signed)

MANUITA ENGLISH
(Printed)

Yarima Cuencas
(Signed)

YARIMA CUENCAS
(Printed)

OWNER:

Barbara Bates

By: Barbara Bates

OWNER:

_____

By: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 16th day of December, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Barbara Bates. He is known to me know or who produced DL B320-063-39-631-0 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.

CHERYL TIETJEN
Notary Public - State of Florida
My Comm. Expires Jun 7, 2017
Commission # FF 006213
Bonded Through National Notary Assn.

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

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

(Seal)

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

OFFICIAL RECORDS FILE# 1720818 BK 2412 PG 578 RCD: 01/14/2014 02:42:02 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

3

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

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

JB
18.50
A/R

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 18 day of DECEMBER 20 13, by ROBERT LUTTRELL and _____, whose address is 1820 HOLLYHURST DR AVON PARK FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	**Legal Description**
1820 HOLLYHURST DR AVON PARK , FL 33825	A REPLAT OF PINECREST LAKES ETC PER PB 3-PGS 118-118A-118B ORIGINAL LOT 7 BLK 12

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

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

Signed, sealed and delivered before these witnesses:

Marinita English
(Signed)

MARINITA ENGLISH
(Printed)

(Signed)

Savitri Lodchmansingh
(Printed)

OWNER:

Robert Luttrell

By: Robert Luttrell

OWNER:

_____

By: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 18th day of December, 20 13, before me, an officer duly qualified to take acknowledgments, personally appeared Robert Luttrell. He is known to me know or who produced DL L364-779-40-002-0 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.

CHERYL TIETJEN
Notary Public - State of Florida
My Comm. Expires Jun 7, 2017
Commission # FF 006213
Bonded Through National Notary Assn.

Notary Public, State of Florida

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

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

Notary Public, State of Florida

(Seal)

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

OFFICIAL RECORDS FILE# 1720823 BK 2412 PG 585 RCD: 01/14/2014 02:42:07 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

4

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

JB
18.50
AIR

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

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 18th day of December 2013, by James Cozine Jr and _____, whose address is _____ _____, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	Legal Description
1850 HOLLYHURST DR AVON PARK , FL 33825	A REPLAT OF PINECREST LAKES ETC PER PB 3-PGS 118-118A-118B ORIGINAL LOT 8 BLK 12

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

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

Signed, sealed and delivered before these witnesses:

Y Cuevas
(Signed)
Yarzima Cuevas
(Printed)

Savitri Ratchmansingh
(Signed)
Savitri Ratchmansingh
(Printed)

OWNER:

James D. Cozine

By: James D. Cozine
James D. Cozine

OWNER:

_____

By: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 18th day of December, 20 13, before me, an officer duly qualified to take acknowledgments, personally appeared James Cozine. He is known to me know or who produced DL C250-449-45-059-0 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.

CHERYL TIETJEN
Notary Public - State of Florida
My Comm. Expires Jun 7, 2017
Commission # FF 006213
Bonded Through National Notary Assn.

(Seal)

Notary Public, State of Florida
Signature: Cheryl Tietjen
Printed name: Cheryl Tietjen
Commission No. FF006213 My Commission Expires: June 7, 2017

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

Notary Public, State of Florida

(Seal)

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

OFFICIAL RECORDS FILE# 1720813 BK 2412 PG 568 RCD: 01/14/2014 02:41:57 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

5

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

JB
18.50
A/R

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

RETURN TO

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 16 day of DECEMBER, 20 13, by LAVETA FILISKY and _____, whose address is 1880 HOLLYHURST DR, AVON PARK FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	Legal Description
1880 HOLLYHURST DR AVON PARK , FL 33825	A REPLAT OF PINECREST LAKES ETC PER PB 3-PGS 118-118A-118B ORIGINAL LOT 11 BLK 12

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

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

Signed, sealed and delivered before these witnesses:

Marnita English
(Signed)

MARNITA ENGLISH
(Printed)

Savitri Latchmansingh
(Signed)

Savitri Latchmansingh
(Printed)

OWNER:

Laveta Filisky

By: LAVETA FILISKY

OWNER:

_____

By: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 16th day of December, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Laveta Filisky He is known to me know or who produced DL F420-536-21-7460-0 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.

CHERYL TIETJEN
Notary Public - State of Florida
My Comm. Expires Jun 7, 2017
Commission # FF 006213
Bonded Through National Notary Assn.

(Seal)

Notary Public, State of Florida

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

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

(Seal)

Notary Public, State of Florida

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

OFFICIAL RECORDS FILE#: 1821560 OR BK 2538 PG 573 PAGES: 2 7/25/2016 1:27:26 PM
REC FEES: $18.50 D.C. DLATIMER ROBERT W. GERMAINE CLERK OF COURTS, HIGHLANDS CO.

6

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

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

18.50

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 6 day of July, 2016, by EDMOND S. ABRAIN and Gretal. Bobseine, whose address is 1401 Lake Lotela Dr, Avon Park, FL _____, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

	Legal Description
1401 LAKE LOTELA DR AVON PARK, FL 33825	REPLAT PINECREST LAKES ETC PB 3 PGS 118-118A-118B LOT 3 E OF CREEK LESS RD R/W BLK 14

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

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

Signed, sealed and delivered before these witnesses:

(Signed)

Beatriz Ramirez
(Printed)

(Signed)

TRACY Roberts
(Printed)

OWNER:

EDMOND J. ABRAIN

By:

OWNER:

Greta L. Bobseine

By: Greta L. Bobseine

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 6 day of JULY, 20 16, before me, an officer duly qualified to take acknowledgments, personally appeared EDMOND ABRAIN He is known to me know or who produced A 165 217 392 920 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

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

MARNITA ENGLISH (Seal)
Notary Public, State of Florida
My comm. exp. May 25,2019
Comm. No. FF233997

Notary Public, State of Florida
Signature: Marnita English
Printed name: MARNITA ENGLISH
Commission No. FF233997 My Commission Expires: 5/25/19

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 6 day of JULY, 20 16, before me, an officer duly qualified to take acknowledgments, personally appeared GRETA BOBSEINE. He is known to me know or who produced B 125 292 47 588 0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

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

MARNITA ENGLISH (Seal)
Notary Public, State of Florida
My comm. exp. May 25,2019
Comm. No. FF233997

Notary Public, State of Florida
Signature: Marnita English
Printed name: MARNITA ENGLISH
Commission No. FF233997 My Commission Expires: 5/25/19

OFFICIAL RECORDS FILE# 1725377 BK 2417 PG 1567 RCD: 02/26/2014 02:36:37 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

7

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

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

For Recording Purposes Only

JB
18.50
A1R

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 20 day of December 2013, by Louis E. Bates and _____, whose address is 1215 Lake Lotela Ave, Avon Pk, FL _____, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	Legal Description
1215 LAKE LOTELA DR AVON PARK , FL 33825	REPLAT PINECREST LAKES ETC PER PB 3-PGS 118-118A-118B LOT 7 BLK 17

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

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

Signed, sealed and delivered before these witnesses:

(Signed)

Savitri Latchmansingh
(Printed)

Marita English
(Signed)

MARITA ENGLISH
(Printed)

OWNER:

By: Louis E. Bates Sr.

OWNER:

By:

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 20th day of December, 2013, ~~before me, an officer~~ duly qualified to take acknowledgments, personally appeared Louis Bates. He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

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

(Seal)

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

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 20th day of Dec, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Louis Bates. He is known to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

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

(Seal)

CHERYL TIETJEN
Notary Public - State of Florida
My Comm. Expires Jun 7, 2017
Commission # FF 006213
Bonded Through National Notary Assn.

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

OFFICIAL RECORDS FILE# 1720838 BK 2412 PG 607 RCD: 01/14/2014 03:00:55 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

8

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Savitri Latchmansingh
Utility Billing Department
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825
(863) 452-4403

JB
18.50
AIR

RETURN TO

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 9 day of August, 2013, by Cindy Falcone and Bob Linn, whose address is 1101 Lake Lotela drive Avon Park, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	Legal Description
1101 LAKE LOTELA DR AVON PARK , FL 33825	REPLAT PINECREST LAKES ETC PER PB 3 - PGS 118-118A-118B LOT 16 -LESS E 24 FT + LOT 17 BLK 17

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

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

Signed, sealed and delivered before these witnesses:

(Signed)

(Printed)

(Signed)

(Printed)

OWNER:

Cindy Falconer

By:

OWNER:

Bob Linn

By:

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 9 day of Aug, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared _____. He is known to me know or who produced Passport _____ 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.

DEVRA L. MOORE (Seal)
MY COMMISSION # DD 909471
EXPIRES: November 21, 2013
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

Signature:
Printed name: Devra Moore
Commission No. 909471 My Commission Expires: 11/21/13

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

Notary Public, State of Florida

(Seal)

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

OFFICIAL RECORDS FILE# 1752867 BK 2451 PG 1450 RCD: 11/05/2014 02:17:52 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

9

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

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

JB 18.50 A1R

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 29th day of October, 20 14, by Joseph Hache and Caroll Hache, whose address is 975 Lake Lotela Dr. Avon Park _____, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	Legal Description
975 LAKE LOTELA DR AVON PARK , FL 33825	HOLLY SHORE SUB PER PB 2-PG 145 LOT 2 BLK A

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

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

Signed, sealed and delivered before these witnesses:

(Signed)

Danielle Phillips
(Printed)

Marnita English
(Signed)

MARNITA ENGLISH
(Printed)

OWNER:

By: J. R. Hache

OWNER:

By: Carol L. Hache

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 29th day of October, 20 14, before me, an officer duly qualified to take acknowledgments, personally appeared Joseph + Carol Hache known to me know or who produced FL DL 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.

ALLISON JACOBS
NOTARY PUBLIC STATE OF FLORIDA
My comm. exp. April 16, 2018
Comm. No. FF 100976

Notary Public, State of Florida

Signature: Allison Jacobs
Printed name: Allison Jacobs
Commission No. FF109776 My Commission Expires: 4/16/18

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 29th day of October, 20 14, before me, an officer duly qualified to take acknowledgments, personally appeared Carol Hache. He is known to me know or who produced FL DL 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.

ALLISON JACOBS
NOTARY PUBLIC STATE OF FLORIDA
My comm. exp. April 16, 2018
Comm. No. FF 100976

Notary Public, State of Florida

Signature: Allison Jacobs
Printed name: Allison Jacobs
Commission No. FF109776 Commission Expires: 4/16/18

OFFICIAL RECORDS FILE# 1720836 BK 2412 PG 603 RCD: 01/14/2014 03:00:53 PM
D.C. JBASSETT REC. FEE $18.50 ROBERT W. GERMAINE CLERK OF COURTS HIGHLANDS CO.

10

JB
18.50
A/R

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

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

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 8th day of January, 20 14, by Carter D. Gordon and _____, whose address is 555 Lake Lotela Dr, Avon Park, FL _____, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

SITE ADDRESS	Legal Description	
555 LAKE LOTELA DR AVON PARK , FL 33825	HOLLY SHORE SUB PER PB 2-PG 145 LOT 23 + A TRI TRACT ALONG	SELY SIE OF LOT 24 BLK A + PORT OF ABANDONED HOLLY SHORE DRIVE

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

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

Signed, sealed and delivered before these witnesses:

Shatchmansingh
(Signed)

SAVITRI LATCHMANSINGH
(Printed)

Marnita English
(Signed)

MARNITA ENGLISH
(Printed)

OWNER:

Carter Gordon

By: CARTER GORDON

OWNER:

_____

By: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 1/8/14 day of January 2014, before me, an officer duly qualified to take acknowledgments, personally appeared Carter Gordon He is known to me know or who produced DL G635-118-41-296-0 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.

CHERYL TIETJEN
Notary Public, State of Florida
My Comm. Expires Jun 7, 2017
Commission # FF 006213
Bonded Through National Notary Assn.

(Seal)

Notary Public, State of Florida

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

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

Notary Public, State of Florida

(Seal)

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

E-12

Agenda Item Summary

Subject: Partnership with Boys and Girls Club E12

Item No.

Placed on Agenda by: **City Manager**

Total Amount of Project:

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Discussion

Background:

The City's Martin Luther King complex is the central focus point for several community initiatives. There is the Avon Park Youth Football League, Soccer, the Boys and Girls Club, and the City's operation of the afterschool recreational program.

The City's recreational program provides an after school program for free. It provides a location for children to exercise, and some tutorials until parents get off work. The Boys and Girls Club perform the same service on the same City property, but using smaller manufactured homes. They have several employees to provide over-sight, and also employ certified teachers to oversee their operation and provided after school tutoring.

Administration opened discussions with the Boys and Girls Club about merging the two programs at a cost savings to both organizations. The City operated facility is nicer, and the manufactured homes will not be needed with a merge.

Exhibit-A scope of services to be provided by the Boys and Girls Club out of the City's recreation building.

Exhibit- B, City revenues were $8,390 per year for last fiscal year

Exhibit-C, City expenses were $112,039 for last year, with many expenses duplicating the functions already performed by the Boys and Girls Club.

The proposal is to merge the program, lease the building, they pay the electric and utilities. The City will continue to provide capital improvements, and major repairs. This partnership would yield a significant cost savings to the City.

EXHIBIT- A

SCOPE OF SERVICES FOR BOYS AND GIRLS CLUB

The Boys and Girls Club of Highlands County (BGCHC) will be responsible for youth programming and operations for ages 6 – 18. It is estimated that we will service over 300 youth, including summers and holidays unless noted otherwise.

The (BGCHC) is well known for its already successful, proven programming in education, health, leadership, and community service. Programming at the recreation building will focus on increasing educational performance and attainment, promotion of safe lifestyles, leadership development, health and wellness. The (BGCHC) will conduct programming year-round including some holidays.

(BGCHC) Programs at the City Recreation Center will include the following:

1. Character and Leadership Development
   Torch Club and Keystone Clubs, leadership training groups for middle and high school students respectively, hold weekly meetings to plan and implement quarterly community service projects.

   The Youth of the Year program recognizes the achievements of each Club's youth on a monthly basis. The staff votes on a different member to receive this honor each month based on several criteria, including attitude, participation, willingness to assist staff, achievement in school, and positive behavior both at the Club and at home. At the conclusion of the calendar year, one Youth of the Year is selected to represent each Club at an organizational competition.

2. Education and Career Development
   POWER HOUR homework help program is conducted daily for all members, and all participate in Making the Grade, an incentive program that rewards satisfactory and above school performance.

   Project Learn activities that reinforce and enhance the skills and knowledge members have learned at school are integrated into all core areas and programming in the Club to create opportunities for leisure reading, writing activities, discussions with knowledgeable adults, helping others, homework help and tutoring, and games like Scrabble that develop young people's cognitive skills. (Conducted by Certified Teachers)

3. Health and Life Skills

SMART Moves, a 10-week drug and alcohol abuse and teen pregnancy prevention program, is conducted on a regular basis. Among the different modules that we either currently offer or plan to offer this year:

- ✓ SMART Kids for ages 6-9
- ✓ Stay SMART for ages 10-18
- ✓ SMART Girls, a health, fitness, prevention/education, and self-esteem enhancement program designed to reach girls ages 10-17

4. The Arts

Arts and crafts classes are offered on a regular basis.
All members have access to creative writing instruction on a regular basis.

5. Sports, Fitness, and Recreation

A variety of team sports that teach the members the values of fair play, honesty, and sportsmanship are available on a daily basis.
Triple Play (a health and fitness empowerment program designed by Boys & Girls Clubs of America in collaboration with Kraft Foods and Coca-Cola) will be implemented daily.

In addition to these core area-specific programs, there will be a computer lab. This computer lab enables the (BGCHC) to provide members with access to Club Tech, a program developed by Boys & Girls Clubs of America in conjunction with Microsoft that strives to integrate technology instruction into all five of the positive youth development program core areas. Club Tech offers a fresh approach to the subjects that have always been important to Boys & Girls Clubs, providing an efficient instructional tool our Club staff can use to teach both basic and advanced computer skills while using interactive activities tied to the five core program areas.

Hours of Operation:

Monday – Friday	10am – 6 pm
Summers	8 am- 5 pm
Holidays	8 am- 5 pm

ACCOUNT BALANCE LIST

2016 FROM ACCOUNT: 01-0000-347.21-00 THRU ACCOUNT: 01-0000-347.28-00

ACCOUNT	DESCRIPTION	BUDGET	ACTUAL	BALANCE
001-0000-347.21-00	AFTER SCHOOL PROGRAM			
001-0000-347.22-00	CULTURE/RECREATION			
001-0000-347.22-10	RENTAL FEES FOR CENTER		327.10	327.10-
001-0000-347.22-12	RENTAL FEES/ PARKS & ALL	2,000.00	615.16	1,384.84
001-0000-347.22-13	BOYS & GIRLS CLUB TUTOR			
001-0000-347.22-14	BOYS& GIRLS CLUB TRANSPOR			
001-0000-347.22-15	SPONSORSHIPS			
001-0000-347.22-16	CONCESSION STAND REVENUE			
001-0000-347.24-00	SUMMER FEES	2,000.00	7,448.00	5,448.00-
001-0000-347.24-15	TRIP FEES			
001-0000-347.25-00	LEAGUE FEES			
001-0000-347.25-10	VOLLEY BALL			
001-0000-347.25-15	BASKETBALL			
001-0000-347.25-20	SOCCER			
001-0000-347.25-22	MEN'S FLAG FOOTBALL			
001-0000-347.25-23	ADULT VOLLEYBALL			
001-0000-347.25-25	YOUTH TENNIS			
001-0000-347.25-26	YOUTH FOOTBALL REVENUE			
001-0000-347.25-30	FAMILY MARTIAL ARTS			
001-0000-347.25-33	ATHLETIC GROUP			
001-0000-347.26-00	MEMBERSHIP FEES			
001-0000-347.27-00	OPEN PLAY			
001-0000-347.28-00	PARKS MAINT.AGREEMENT			
	TOTALS:	4,000.00	8,390.26	4,390.26-

REVENUES

EXHIBIT B

Expenses

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
Department . . . . . : 06
Division . . . . . : 51
Suppress accounts with zero balances . . . . : N

EXHIBIT-C

EXPENSES FOR FY 2015/2016

$112,039

FUND 001 GENERAL FUND DEPT/DIV 0651 PARKS/RECREATION

BA ELE SUB	OBJ SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
57		CULTURE/RECREATION										
575		RECREATION										
11		EXECUTIVE SALARIES										
11	00	EXECUTIVE SALARIES	35	9.75	28	90	84.75	94	.00	90	5.25	94
11	**	EXECUTIVE SALARIES	35	9.75	28	90	84.75	94	.00	90	5.25	94
12		REGULAR SALARIES & WAGES										
12	00	REGULAR SALARIES & WAGES	3399	4867.60	143	40678	37021.89	91	.00	40678	3656.11	91
12	**	REGULAR SALARIES & WAGES	3399	4867.60	143	40678	37021.89	91	.00	40678	3656.11	91
13		OTHER SALARIES & WAGES										
13	00	OTHER SALARIES & WAGES	1170	.00	0	14040	10705.26	76	.00	14040	3334.74	76
13	**	OTHER SALARIES & WAGES	1170	.00	0	14040	10705.26	76	.00	14040	3334.74	76
14		OVERTIME										
14	00	OVERTIME	105	7.94	8	105	104.18	99	.00	105	.82	99
14	**	OVERTIME	105	7.94	8	105	104.18	99	.00	105	.82	99
17		ON CALL & HOLIDAY WORK										
17	00	ON CALL & HOLIDAY WORK	0	.54	0	0	.54	0	.00	0	.54-	0
17	**	ON CALL & HOLIDAY WORK	0	.54	0	0	.54	0	.00	0	.54-	0
18		PAY										
18	10	STIMULUS PAYMENT	0	.00	0	0	.00	0	.00	0	.00	0
18	**	PAY	0	.00	0	0	.00	0	.00	0	.00	0
21		FICA										
21	00	FICA	353	373.75	106	4192	3663.15	87	.00	4192	528.85	87
21	**	FICA	353	373.75	106	4192	3663.15	87	.00	4192	528.85	87
22		RETIREMENT CONTRIBUTIONS										
22	00	RETIREMENT CONTRIBUTIONS	210	309.76	148	2509	2369.21	94	.00	2509	139.79	94
22	14	CITY PLAN	0	.00	0	0	.00	0	.00	0	.00	0
22	**	RETIREMENT CONTRIBUTIONS	210	309.76	148	2509	2369.21	94	.00	2509	139.79	94
23		LIFE & HEALTH INSURANCE										
23	00	LIFE & HEALTH INSURANCE	7	5.51	79	51	51.73	101	.00	51	.73-	101
23	20	UHC	128	152.39	119	1514	1419.48	94	.00	1514	94.52	94
23	30	3769 HEALTH INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23	35	EMPLOYER HSA CONTRIBUTION	0	.00	0	0	.00	0	.00	0	.00	0
23	**	LIFE & HEALTH INSURANCE	135	157.90	117	1565	1471.21	94	.00	1565	93.79	94
24		WORKER'S COMPENSATION										
24	00	WORKER'S COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
24	**	WORKER'S COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25		UNEMPLOYMENT COMPENSATION										
25	00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25	**	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND — DEPT/DIV 0651 PARKS/RECREATION

BA ELE SUB	OBJ SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
57		CULTURE/RECREATION										
575		RECREATION										
	31	PROFESSIONAL SERVICES										
	31 00	PROFESSIONAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
	31 **	PROFESSIONAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
	34	OTHER CONTRACTUAL SERVICE										
	34 00	OTHER CONTRACTUAL SERVICE	2241	102.39	5	8104	7531.28	93	.00	8104	572.72	93
	34 50	PRE-EMPLOYMENT	553	278.00	50	1125	809.00	72	.00	1125	316.00	72
	34 **	OTHER CONTRACTUAL SERVICE	2794	380.39	14	9229	8340.28	90	.00	9229	888.72	90
	40	TRAVEL & PER DIEM										
	40 00	TRAVEL & PER DIEM	0	.00	0	0	.00	0	.00	0	.00	0
	40 **	TRAVEL & PER DIEM	0	.00	0	0	.00	0	.00	0	.00	0
	41	COMMUNICATIONS SERVICES										
	41 00	COMMUNICATIONS SERVICES	600	139.49	23	1700	1330.88	78	.00	1700	369.12	78
	41 **	COMMUNICATIONS SERVICES	600	139.49	23	1700	1330.88	78	.00	1700	369.12	78
	42	TRANSPORTATION/POSTAGE										
	42 00	TRANSPORTATION/POSTAGE	0	.00	0	0	.00	0	.00	0	.00	0
	42 10	TRAINING SCHOOLS	49	.00	0	500	.00	0	.00	500	500.00	0
	42 20	GASOLINE	87	.00	0	1000	85.63	9	.00	1000	914.37	9
	42 30	DIESEL	40	58.93	147	425	144.56	34	.00	425	280.44	34
	42 **	TRANSPORTATION/POSTAGE	176	58.93	34	1925	230.19	12	.00	1925	1694.81	12
	43	UTILITY SERVICES										
	43 10	ELECTRICITY	1750	.00	0	21000	16072.16	77	.00	21000	4927.84	77
	43 30	WATER	476	158.68	33	1939	1936.22	100	.00	1939	2.78	100
	43 **	UTILITY SERVICES	2226	158.68	7	22939	18008.38	79	.00	22939	4930.62	79
	44	RENTALS & LEASES										
	44 00	RENTALS & LEASES	78	73.94	95	925	477.26	52	25.30	925	422.44	54
	44 **	RENTALS & LEASES	78	73.94	95	925	477.26	52	25.30	925	422.44	54
	45	INSURANCE										
	45 00	INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
	45 10	PROPERTY & OTHER INS	2924	4905.00	168	35000	19620.00	56	.00	35000	15380.00	56
	45 **	INSURANCE	2924	4905.00	168	35000	19620.00	56	.00	35000	15380.00	56
	46	REPAIR & MAINTENANCE SVCS										
	46 10	BUILDINGS REP & MAINT	1341-	796.17	59-	7822	3628.43	46	.00	7822	4193.57	46
	46 20	VEHICLES REP & MAINT	87	.00	0	1000	978.66	98	.00	1000	21.34	98
	46 40	MACHINERY REP & MAINT	87	.00	0	1000	579.11	58	.00	1000	420.89	58
	46 45	FACILITIES MGR	0	.00	0	0	.00	0	.00	0	.00	0
	46 46	REPLACEMENT & MAINTENANCE	0	.00	0	0	.00	0	.00	0	.00	0
	46 55	LAWN MAINTENANCE	0	.00	0	0	.00	0	.00	0	.00	0
	46 **	REPAIR & MAINTENANCE SVCS	1167-	796.17	68-	9822	5186.20	53	.00	9822	4635.80	53

FUND 001 GENERAL FUND — DEPT/DIV 0651 PARKS/RECREATION

BA SUB	ELE	OBJ SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
57			CULTURE/RECREATION										
575			RECREATION										
	48		BALL PARK MAINTENANCE										
	48	00	BALL PARK MAINTENANCE	0	.00	0	0	.00	0	.00	0	.00	0
	48	**	BALL PARK MAINTENANCE	0	.00	0	0	.00	0	.00	0	.00	0
	49		OTHER CUR CHARGES & OBLG.										
	49	10	ADVERTISING	24	.00	0	200	166.25	83	.00	200	33.75	83
	49	20	TUITION REIMBURSEMENT	0	.00	0	0	.00	0	.00	0	.00	0
	49	**	OTHER CUR CHARGES & OBLG.	24	.00	0	200	166.25	83	.00	200	33.75	83
	51		OFFICE SUPPLIES										
	51	00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
	51	**	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
	52		OPERATING SUPPLIES										
	52	00	OPERATING SUPPLIES	299	.00	0	3500	1575.16	45	.00	3500	1924.84	45
	52	30	PERISHABLE TOOLS	0	.00	0	0	.00	0	.00	0	.00	0
	52	**	OPERATING SUPPLIES	299	.00	0	3500	1575.16	45	.00	3500	1924.84	45
	54		SUBSCRIPTION & MEMBERSHIP										
	54	00	SUBSCRIPTION & MEMBERSHIP	0	.00	0	0	.00	0	.00	0	.00	0
	54	**	SUBSCRIPTION & MEMBERSHIP	0	.00	0	0	.00	0	.00	0	.00	0
	56		UNIFORMS										
	56	00	UNIFORMS	0	.00	0	0	.00	0	.00	0	.00	0
	56	**	UNIFORMS	0	.00	0	0	.00	0	.00	0	.00	0
	58		PROGRAMS										
	58	00	PROGRAMS	350	.00	0	4200	2524.18	60	.00	4200	1675.82	60
	58	10	VOLLEYBALL LEAGUE	0	.00	0	0	.00	0	.00	0	.00	0
	58	20	BOYS & GIRLS CLUB PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
	58	25	CONCESSION STAND SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
	58	26	YOUTH SOCCER	0	.00	0	0	.00	0	.00	0	.00	0
	58	27	YOUTH BASKETBALL	0	.00	0	0	840.00-	0	.00	0	840.00	0
	58	28	YOUTH FOOTBALL	0	.00	0	0	.00	0	.00	0	.00	0
	58	29	MARTIAL ARTS	0	.00	0	0	.00	0	.00	0	.00	0
	58	30	ATHLETIC GROUP	0	.00	0	0	.00	0	.00	0	.00	0
	58	31	YOUTH TENNIS	0	.00	0	0	.00	0	.00	0	.00	0
	58	32	MEN'S FLAG FOOTBALL	0	.00	0	0	.00	0	.00	0	.00	0
	58	33	ADULT VOLLEYBALL	0	.00	0	0	.00	0	.00	0	.00	0
	58	**	PROGRAMS	350	.00	0	4200	1684.18	40	.00	4200	2515.82	40
	63		IMPROVEMENTS										
	63	00	IMPROVEMENTS	0	.00	0	0	.00	0	.00	0	.00	0
	63	**	IMPROVEMENTS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND DEPT/DIV 0651 PARKS/RECREATION

BA ELE OBJ SUB SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
57	CULTURE/RECREATION										
575	RECREATION										
64	MACHINERY & EQUIPMENT										
64 00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64 25	HC- AGREEMENT FUNDING	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
575 ** **	RECREATION	13711	12239.84	89	152619	112038.97	73	25.30	152619	40554.73	73
57 ** **	CULTURE/RECREATION	13711	12239.84	89	152619	112038.97	73	25.30	152619	40554.73	73
DIV 0651	TOTAL ******* RECREATION	13711	12239.84	89	152619	112038.97	73	25.30	152619	40554.73	73
DEPT 06	TOTAL ******* PARKS	13711	12239.84	89	152619	112038.97	73	25.30	152619	40554.73	73
FUND 001	TOTAL ********* GENERAL FUND	13711	12239.84	89	152619	112038.97	73	25.30	152619	40554.73	73
GRAND	TOTAL *********	13711	12239.84	89	152619	112038.97	73	25.30	152619	40554.73	73

EXPENSES
FOR
fy 2015/2016