CITY OF AVON PARK

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

November 4, 2015

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

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, November 9, 2015, at 6:00 PM in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403 or email the City Clerk: Sutherland@avonpark.cc

Sincerely,

Julian Deleon
City Manager

CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St., Avon Park, FL
November 9, 2015 6:00 PM

A. OPENING

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

B. CITIZENS/OUTSIDE AGENCIES

4. ABATE - "Doc" Reichenbach request for Fall Event 2016
5. Jarrett Ford Jingle Bell Run- Main Street road closure request
5a. Heartland Cultural Alliance- Art Museum at Community Center

C. CONSENT AGENDA:

6. Approve Regular Minutes, October 26, 2015
7. Approve Special Meeting Minutes, October 30, 2015
7a. Budget Adjustment- pension plan revenue/expense

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

8. **November/ December** Main Street Activities schedule
- Mon Nov 30 Christmas Parade
- Mon Dec 7 Christmas on Main

E. ADMINISTRATIVE:

10. Ordinance 23-15 Annex Approximately 39 Acres of land Owned by Crews Groves.
- Second and final reading.

G. CITIZENS PARTICIPATION

H. ADJOURN

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

Date Received by the City of Avon Park: _____

B-4
old contract

SPECIAL EVENT APPLICATION & AGREEMENT

This agreement is made and entered into this 14 day of February, 2015, ("Agreement") by and between the **City of Avon Park, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, 110 East Main Street, Avon Park, FL 33825, hereinafter referred to as "City," and **ABATE OF FLORIDA SAFETY & EDUCATION, INC**, 332 S. Woodland Blvd., Deland, FL 32720, hereinafter referred to as "User." That City, for and in consideration of the covenants to be performed by User, does hereby allow User to use that certain real property situated in the City of Avon Park, Highlands County, State of Florida, generally known as the **Main Street Mall ("Premises")**, and shown by the map, plan or drawing suitable to the City, attached hereto as Exhibit "A."

The User does hereby agree and covenant to the following:

Section One – Term of Agreement:

The Term of this Agreement, including days for set-up and days from break down and clean-up shall be from Thursday, October 1, 2015 to Monday, October 5, 2015. The actual Event shall be held only from Friday, October 2, 2015 to Sunday, October 4, 2015, or 3 days. Such periods shall not be extended without a written amendment to this Agreement. Time is of the essence.

Section Two – Name and Purpose of Event and Direct Donee Organization, if any:

Name: ABATE of Florida Safety and Education, Inc. Avon Park Autumn Bike Fest (hereinafter "Event")
Purpose: to promote motorcycle safety and education, the city of Avon Park and Highlands County

Section Three – General Covenants of User:

1. The User shall set up **at least** one Pre-Event Meeting, in person, with the City **not less than thirty (30) days prior to the work commencing to set up the Event**. Failure to hold such meeting shall be a basis for termination of this Agreement.
2. No entry fee shall be charged on Premises; nor parking fee shall be charged unless parking is contracted for on private property.
3. During and upon completion of the event, all rubbish and debris shall be immediately removed from the Premises and surrounding properties and rights-of-way ("ROW"), and the Premises and ROW shall be restored and left in a neat and presentable condition satisfactory to the City.
    a. All clean-up must be performed within the Agreement term. There shall be a **deposit of $500** to be applied towards User's failure to clean-up after the Event. The actual charge and invoice shall be based on actual City expenses, whether more or less than the deposit.
4. Shall not use or occupy the Premises for any unlawful purpose, and conform to and obey all present and future laws, ordinances, rules, and regulations of all governmental authorities or agencies respecting the use of and occupation of the neighboring properties.
5. Shall not assign this Agreement.

6. Shall not use or occupy the premises, or permit the same to be used or occupied, for any purpose deemed extra-hazardous on account of fire or otherwise. Pyrotechnics, fireworks, and other displays of flame, fire or smoke are strictly prohibited.
7. Shall make no alterations, additions, structures of any kind, or any form of capital improvements in or to the Premises, including tents requiring excavation, stakes, etc., without the express written approval of the City, as attached in (composite) Exhibit "B" attached hereto. Any City-approved structures, additions or alterations shall be constructed according to law, and removed solely at the User's expense.
8. Shall allow the vendors of the immediately preceding City-sponsored Oktoberfest celebration to vend at the Event.
9. All food venders must have appropriate licenses to vend food.
10. Shall indemnify and save the City, its officers, agents, and employees harmless from any and all loss, damage, and liability occasioned by, growing out of, or in any way arising or resulting from any tortious or negligent act on the part of User or User's agents or employees, and for such purpose User shall procure and maintain in full force and effect, during the term of this agreement, insurance issued by a reliable company or companies with for personal injury and property damage, in an amount not less than $2.0 million per occurrence and $2.0 million per event from an insurance company rated at least "A" by AM Best, naming City as a co-insured with User, with a rider specifically waiving any right of subrogation against the City; and User shall provide an officially executed copy of such policy to City prior to any work on or disturbance to, the Premises. Said insurance shall be in a form suitable to City.
11. If not otherwise provided in the attached exhibits, or in the body of this Agreement, the following essential information and documents shall be attached to this Agreement as composite Exhibit "C" within the timeframes provided:
    a. Proof of Non-profit, 501(c)3 status. *At execution of Agreement.*
    b. Site plan/drawing showing location of equipment - tents, fencing, bike racks etc. (may be included on Exhibit "B". *At least three (3) weeks prior to setup of Event.*
    c. Copy of proposed route if leaving the Premises as part of the event. *At least three (3) weeks prior to setup of Event.*
    d. Agenda of Activities /Flyers or other advertisement copy prior to distribution. *At least three (3) weeks prior to setup of Event.*
    e. Map and number of portable toilet and hand washing locations. *At least three (3) weeks prior to setup of Event.*
    f. Electrical site plan (separate from Exhibit "B"). *At least three (3) weeks prior to setup of Event.*
    g. Musical entertainment program. *At least three (3) weeks prior to setup of Event.*
    h. Entertainment program (other than music). *At least three (3) weeks prior to setup of Event.*
    i. Site plan for placement of trash receptacles, dumpsters and load packers. *At least three (3) weeks prior to setup of Event.*

j. Site plan for event parking. If reserved parking is requested, a map of such parking and a copy of the pass allowing parking at that location. No existing public parking may be reserved. *At least three (3) weeks prior to setup of Event.*

k. Copies of any additional security agreements, if applicable. *At least three (3) weeks prior to setup of Event.*

l. Maps of locations of fire extinguishers or other fire control devices. *At least three (3) weeks prior to setup of Event.*

m. If additional lighting is to be provided, a map of locations, direction and extent of lighting. *At least three (3) weeks prior to setup of Event.*

n. The City agrees to pay for electricity for this Event.

12. User shall provide advertisement/Flyer of event to the City and all local businesses affected by the road closure at least 3 months prior to the Event.
13. User shall pay for any water used over 1,000 gallons.
14. User shall arrange for, and pay for all waste dumpsters, as well as the removal of all wastes from the Event. User shall not use any refuse containers already onsite. User may contract with outside waste haulers for larger roll-off(s).
15. User may use City name and logo in advertisements for no charge, however, any such use must be preapproved by the City in writing.

Section Four – Road Closure:

1. A map of proposed road closure(s) and direction of traffic shall be provided as Exhibit "D". In the event of a road closure, User shall contract for the use of two (2) off-duty City Public Safety supervise set up of road closures, and be present at the Event to supervise safety and security of road closures. The same two (2) off-duty officers shall assist with general security.
2. The traffic plan provided by the City and included in Exhibit "D" shall be adhered to at all times by the User, and all signs, barricades, and other traffic control devices shall be maintained in places prior to initiation of any work and until the work on breakdown is completed. Exhibit "D" shall be sent in at least three (3) months prior to the start date of the Event.

Section Five – Permits. The following is a list of permits that may be required, depending on the purpose, location, concessions, events and size of the Event. The list is provided for convenience, and the User agrees that the City is not responsible for ensuring that any permits other than City permits are issued prior to full execution of this Agreement, but failure to obtain other required government permits shall be a basis for the termination of the Event:

1. Alcohol permit(s) 3 months prior to Event
2. Building permit(s) 3 months prior to Event
3. Florida Department of Transportation road closure permit 3 months prior to the Event.
4. Temporary food sales permit(s) for all vendors and Health Department Permit; 3 months prior to event.

Date Received by the City of Avon Park: _____

Section Six – Contacts:

1. For all notices associated with this Agreement, each party will receive notice by national courier, overnight mail, or hand delivery at the address listed in the introductory paragraph above. Additional contact for organization and convenience are as follows:
2. For the City, all contacts use the address in the introductory paragraph above:
    a. On all matters related to this contract: **Maria Sutherland**, 863-452-4411; cell phone: 863-381-2311.
    b. On all matters related to road closure and security: **Director Jason Lister**, (863) 453-6622; cell phone: 863-443-0355.
3. For User,
    a. User does hereby designate the following person as **Event Manager**:
        i. Name: James "Doc" Reichenbach.
        ii. Contact phone numbers and Address: Home: 352-625-6353;
        Mobile: 352-362-2150; Email :abatefl@att.net;
        Mailing address: PO Box 2520, Deland, FL 32721

Section Seven – Covenant of City's Rights for User's Breach of Agreement:

It is mutually agreed by and between City and User that:

If User is in default of any of the covenants or provisions of this agreement at any time, and if User fails to remedy such default upon notice thereof from City, City shall be entitled to terminate this agreement, and thereupon, this agreement and any license of temporary use of the Premises for the Event or any other purpose shall terminate, and everything herein contained on the part of City to be done and performed shall cease and terminate.

Section Eight - General Covenants of Parties:

1. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

2. WAIVER OF BREACH: The lack of enforcement by either party of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

3. ATTORNEYS' FEES AND COSTS: If either party takes legal action to enforce the terms or conditions of this Lease Agreement, the prevailing party will be entitled to an award of all costs

of the action, including reasonable attorneys' and paralegal's fees, including all such costs through appeals.

4. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

5. EFFECTIVE DATE. This Agreement shall be effective on the date executed by both parties, and all terms and conditions stated herein shall apply as of that day.

The parties hereto have executed this agreement the day and year first above written.

ABATE OF FLORIDA SAFETY AND EDUCATION, INC.

By: _____
James D. Reichenbach, President

_____
Shelly Johnston, Secretary

ATTESTED:

_____
Marla Sutherland, City Clerk

CITY OF AVON PARK, FLORIDA

By: _____
Sharon Schuler, Mayor

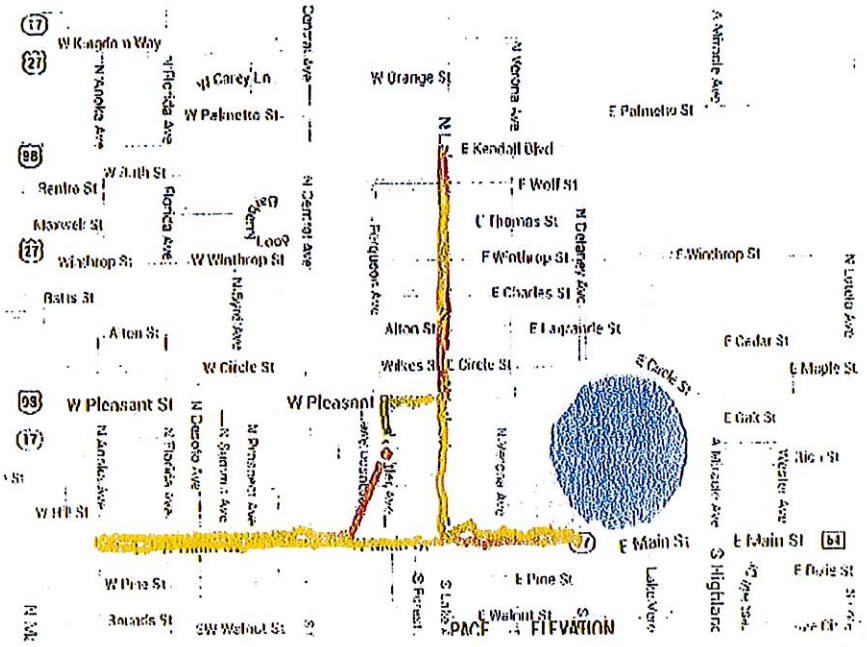
APPROVED AS TO FORM AND CONTENT:

_____
Gerald T. Buhr, City Attorney

B-5

Jingle Bell Run

Friday, December 11, 2015



Main Street Closure request:

Close inside lane of Main Street on both Eastbound and Westbound lanes from Anoka to Delaney from 6pm - 8pm

-Start at Union Church
-Go South on Butler Avenue
-Then turn West on Main Street travel to N. Anoka Ave.
-U-Turn at N. Anoka Ave. back East up Main Street.
-U-turn at S. Delaney Ave. head West again on Main Street.
-Turn right (North) at N. Lake Ave. Travel to Kendall Boulevard and u-turn southbound on Lake Avenue.
-Turn West on Pleasant then South on Butler to complete course at Union Church.

Chet 863-712-3524

B-5 continued

City of Avon Park Event Planning Guide

Road closure Permit Application MUST be submitted at least 3 months in advance of the event.
State Road closure permits require DOT Road Closure Permit form.

Today's Date: 11-5-15

Event Organizer/Sponsor: Jingle Bell Run / Jarrett Family Found

Contact information: Bill Jarrett 863-443-4741

Location of Event MAIN STREET - various city streets

Date(s) Dec 11 **Time(s) of Proposed Event:** 5-8 pm

Description of event: jogging routes throughout city streets + main street

Will you be requesting City staff for any of the following (circle one):

Dumpster: Y (N) **Quantity** _____

Garbage receptacles: Y (N) **Quantity** _____

Traffic Cones/ MOT: (Y) N **Quantity** _____** check w/ Jason

(This includes delivery, installation and pick-up of cones by City staff and charge of $20 per City "block". Weekend work may require additional charges.
Sponsor needs to stack cones at end of event

Police (Y) N **$100 per officer (minimum 4 hours)** check w/ Jason
(Additional hours require prior approval with additional rates)

Road Closure (Y) N If yes, attach map of specific roads to be closed Jason

Will you require city water for your event? Y (N)

Will you require city electricity for your event? Y (N)

Please provide copy of your event insurance. The City of Avon Park needs to be placed as "Additional Insured" on your policy for date of event and proof of insurance needs to be provided at least 2 weeks in advance of the event date.

C 6

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

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles Councilman Parke Sutherland Councilman Terry Heston, Councilman Garrett Anderson
Members Absent: None

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

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

THANKSGIVING Proclamation: Motion by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to approve Proclamation as presented. Motion passed unanimously.

CONSENT AGENDA
Approve Regular Meeting Minutes, October 12, 2015:
Approve Special Meeting Minutes October 14, 2015
Motion by Councilman Garrett Anderson, Seconded by Deputy Mayor Brenda Giles to approve Consent Agenda as presented by City Manager Julian Deleon. Motion passed unanimously.

COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS
City Attorney Gerald Buhr presented Councilman Garrett Anderson a plaque and thanked him for his service on the City Council.

ADMINISTRATIVE:
Resolution 15-23 JPA for T-Hangar demo and construction. Attorney Gerald Buhr read Resolution 15-23 Title into the record. **Motion** by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Resolution 15-23 as read. Motion passed unanimously.

CDBG for Southside CRA district denial of submitted plans
Corbett Alday went over the DEO letter emphasing the requirements of the project.

Ordinance 25-15 Amending FLU of Approx. 134 Acres. First Reading.
City Attorney Gerald Buhr read Ordinance 25-15 into the record. Jeff Schmucker gave an overview of the FLU. Mayor Sharon Schuler opened the floor for a public hearing. Seeing no hands she closed the public hearing. **Motion** by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to approve first reading of Ordinance 25-15 as read. Motion passed unanimously.

Ordinance 26-15 Amending Zoning of Approx 134 Acres. First Reading
City Attorney Gerald Buhr read Ordinance 26-15 into the record. **Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to Approve First Reading of Ordinance 26-15 as read. Motion passed 4 to 1 with Councilman Garrett Anderson voting no.

Councilman Parke Sutherland left the meeting at 6:30 PM

Resolution 15-24 Emergency resolution to request performance extension for State of Florida for Airport drainage project. City Attorney Buhr read Resolution 15-24 title into the record. **Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve Resolution 15-24 as presented. Motion passed unanimously.

Meeting adjourned at 6:42 PM

Attest:

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

C 7

CITY COUNCIL SPECIAL MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
October 30, 2015
8:00AM

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles Councilman Parke Sutherland Councilman Terry Heston.
Members Absent: Councilman Garrett Anderson

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

Mayor Sharon Schuler called the meeting to order at 8:00AM The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

ADMINISTRATIVE:
Motion by Councilman Sutherland to excuse City Attorney from meeting. **Second** by Deputy Mayor Giles. Motion passed unanimously.

AIRPORT DRAINAGE PROJECT: The FEMA funding for the drainage project is set to expire Dec 24, 2015 yet a new contractor (EPI) has been hired to complete the extensive work that a previous contractor abandoned. The new contractor expects to complete the project by mid-March 2016 which is 3 months beyond the FEMA allowed time frame. The City Manager went over the need to complete the project with city funds if FEMA does not allow for an extension. The Utility fund and the Infrastructure fund would both split the costs of the project if necessary. The project not only is to remedy airport area flooding but evident from recent rain events- would also remedy flooding at the City's water plant that serves the city's population with drinking water.
Motion by Deputy Mayor Giles to authorize the City to provide a Notice to Proceed to Excavation Point (EPI) to complete the project. **Second** by Councilman Sutherland. Motion carried unanimously.

Meeting adjourned 8:15 AM

Attest:

Maria Sutherland, City Clerk Sharon Schuler, Mayor

7a

City of Avon Park
BUDGET ADJUSTMENT

Budget Adjustment #_____

GMBA Batch _____

DATE: 09/30/2015

*Use round dollars only - No decimals

Account Number	Description	Amt. To Increase	Amt. To Decrease
001-0000-312.51-00	SALES & USE TAX / FIRE INS PREM TX(PENSION)	41,577	REVENUE
001-0000-312.52-00	SALES & USE TAX / CSLTY INS PREM(POLICE PEN	54,943	REVENUE
001-0301-521.22-16	RETIREMENT CONTRIBUTIONS / STATE CONTRIBUTIONS	54,943	EXPENSE
001-0351-522.22-15	RETIREMENT CONTRIBUTIONS / STATE CONTRIBUTIONS	41,577	EXPENSE

Explanation of adjustment:

End of year adjustment TO ACCOUNT FOR PENSION PLAN REVENUE/EXPENSE.

_____ Date
Department Head Signature

_____ Date
Finance Director Approval

_____ Date
City Manager's Approval

CITY COUNCIL APPROVAL REQUIRED: Yes X No

_____ Date
Mayor's Approval

Allison Jacobs

From: Julian Deleon
Sent: Friday, November 06, 2015 2:07 PM
To: Allison Jacobs; John Davis
Subject: FW: for John Davis

Allison, please prepare these as we discussed with John.

Let me know if Poole wants to pay for the month of November.

From: Julian Deleon
Sent: Friday, November 6, 2015 8:31 AM
To: Allison Jacobs <ajacobs@avonpark.cc>; John Davis <john.davis@wbwcpa.com>
Subject: for John Davis

Allison, please print this for John…..this is what we need to close out year as a final budget adjustment.

Please ensure that he sees this email when he comes in.

Revenue General Fund

001-0000-312.51-00	SALES & USE TAX / FIRE INS PREM TX(PENSION)	41,576.96
001-0000-312.52-00	SALES & USE TAX / CSLTY INS PREM(POLICE PEN	54,942.97

Expense General Fund

001-0301-521.22-16	RETIREMENT CONTRIBUTIONS / STATE CONTRIBUTIONS	54,942.97
001-0351-522.22-15	RETIREMENT CONTRIBUTIONS / STATE CONTRIBUTIONS	41,576.96

CRA Fund Revenue

130-0000-381.05-00	REVENUE TRANSFER FROM GF / LOAN FOR BRICKELL BLDG	256,683.50

E-10

ORDINANCE 23-15

AN ORDINANCE TO ANNEX APPROXIMATELY 39 ACRES OF LAND OWNED BY CREWS GROVES, INC, LOCATED AT 1900 LITTLE LAKE BONNETT RD, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Crews Groves, Inc is the owner as shown by the legal description attached hereto as Exhibit "B"; and

WHEREAS, the City of Avon Park, would like to incorporate the property, described in Exhibit "B" into the City limits of the City of Avon Park, Florida, as shown by the map, Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the City has an Annexation Agreement signed by Crews Groves, Inc, attached hereto and incorporated herein as Exhibit "C"; and

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

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

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

Section 1. Property Suitable for Annexation. The City Council finds that the property is substantially contiguous to the existing city limits, and is otherwise capable of being lawfully annexed into the City.

Section 2. Property Annexed. That the parcel of land with the legal description identified in Exhibit "B" attached hereto and incorporated herein, is hereby voluntarily annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The property being annexed is shown on the map attached as Exhibit "A". The City boundaries are hereby redefined so as to include the said described parcel of land.

Section 3. **Effective Date.** This ordinance shall take effect immediately after passage.

INTRODUCED AND PASSED on First Reading the 12 day of October, 2015.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ON THE _____ DAY OF _____, 2015.

CITY OF AVON PARK, FLORIDA

_____
Sharon Schuler, Mayor

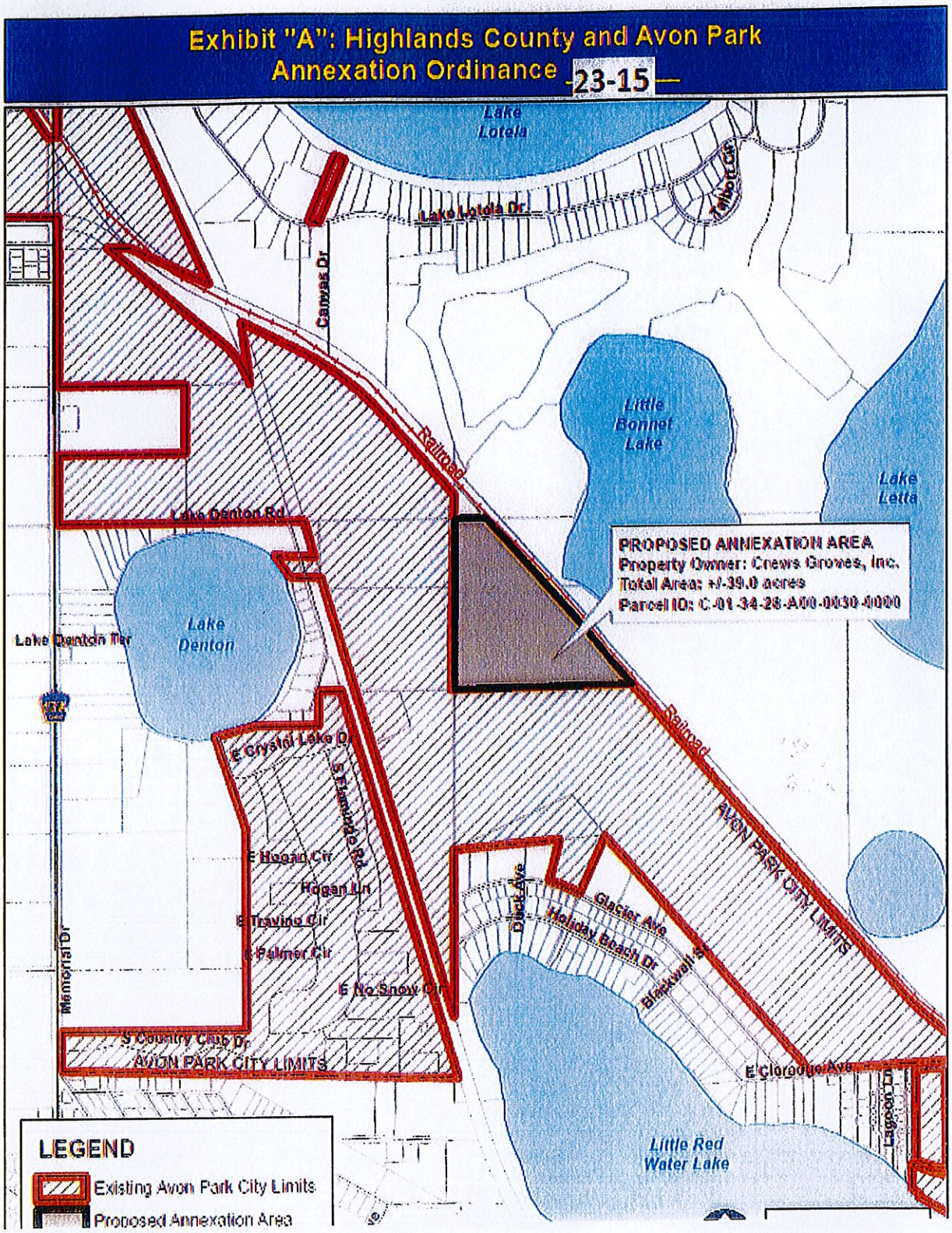
ATTEST:

_____
Maria Sutherland, Adm. Services Director & City Clerk

Approved as to form:

_____
Gerald T. Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance -23-15-



Parcel C-01-34-28-A00-0030-0000

EXHIBIT-B

1900 LITTLE LAKE BONNETT RD
AVON PARK, FL 33825-

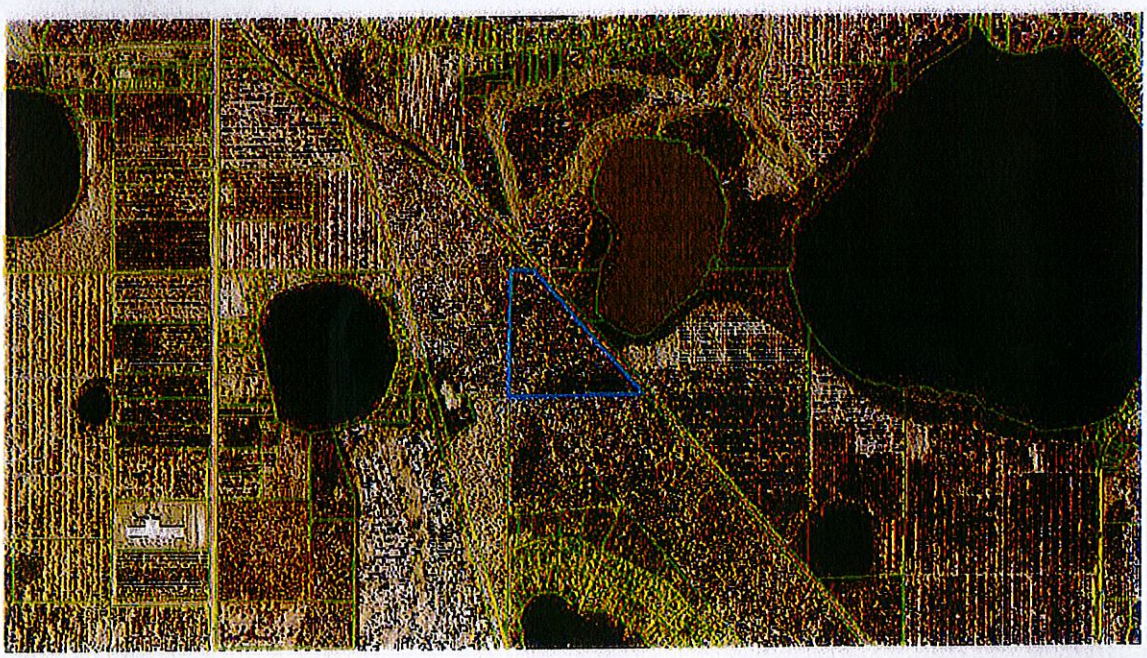
Owners:
CREWS GROVES INC

Mailing Address
P O BOX 1669
AVON PARK, FL 33826-1669

DOR Code: 66 - GROVES/ORCHARDS
Neighborhood: 340.00 - RURAL TRACTS IN 34/28
Millage: 40 - County Southwest Water
Map ID: 46A

Legal Description

NW 1/4 OF NW 1/4 SEC 1
W OF SALRR R/W
1-34-28/3 39.25 ACRES



Value Summary

Total Building Value	$0
Total XF Value	$0
Total Land Value	$199,270
Total Land value - Agri.	$132,797
Income	NA
Total Classified Use Value	$132,797
Total Just Value	$199,270

EXHIBIT "C"

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 28th day of September, 2015, by Crews Groves, Inc, whose address is P O BOX 1669, AVON PARK, FL 33826-1669 and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

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

Parcel C-01-34-28-A00-0030-0000
1900 LITTLE LAKE BONNETT RD
AVON PARK, FL 33825-

Legal Description
NW 1/4 OF NW 1/4 SEC 1
W OF SALRR R/W
1-34-28/3 39.25 ACRES

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this

Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

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

Signed, sealed and delivered before these witnesses:

Sue Walker
(Signed)

Sue Walker
(Printed)

Christy Crews
(Signed)

Christy F. Crews
(Printed)

OWNER:

Crews Groves, Inc.

By: Robert Crews President

OWNER:

_____

By: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 28th day of September, 2015, before me, an officer duly qualified to take acknowledgments, personally appeared Robert Crews, Jr. 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.

BETTY SUE WALKER
MY COMMISSION # FF 167304
EXPIRES: April 28, 2016
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

Signature: Betty Sue Walker
Printed name: Betty Sue Walker
Commission No. FF 167304 My Commission Expires: April 28, 2016

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.