CITY OF AVON PARK

Highlands County, Florida

CITY COUNCIL REGULAR MEETING
November 14, 2016
6:00 PM
City Council Chamber
123 E Pine St
Avon Park, Fl
REVISION #1

A. OPENING

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

B CITIZENS/OUTSIDE AGENCIES

C. CONSENT AGENDA:

5. Approve Minutes of October 24, 2016 Regular Council Meeting.

D. ADMINISTRATIVE:

6. Ordinance 26-16 Annexing Ten (10 Parcels of land)
   2nd Reading
7. Lease between City and the Boys and Girls Club.
8. Bid Award FKC Dewatering Screw Press
9. Update on water line plan
10. Update on hiring of part time code enforcement employees
11. Update on hiring of Fire Fighters

E. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS

F. SWEARING-IN CEREMONY

13. Recognition for Public Service
14. Newly-elected Mayor and Council Member sworn in and take seats.

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.

C-5

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
October 24, 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. Thanksgiving Proclamation:
Motion made by Deputy Mayor Gray, Seconded by Councilman Heston to approve the Thanksgiving Proclamation. Motion passed unanimously.

C. **Consent Agenda:**
5 Approve Minutes of October 10, 2016 Regular Council Meeting.
Councilman Southerland pointed out there were two errors in the minutes. Interim City Clerk Barwick was instructed to correct the minutes.
Motion made by Councilman Heston, Seconded by Councilman Sutherland to approve the minutes as presented with the two changes. Motion passed unanimously.

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

5. 'Ship Program overview by Highlands County'
City Manager Deleon stated that on November 28, 2016 that a representative from Highlands County would come and address the Council regarding the 'Ship Program"

E. Administrative:

10. Ordinance 27-16 Amending the Avon Park Comprehensive Plan 1st Reading.
City Attorney Buhr read the title of Ordinance 27-16 into the record.
Jeff Schmucker with CFRPC gave a presentation regarding Ordinance 27-16.
Mayor Schuler opened the Public Hearing. Public input was considered. After further discussion Mayor Schuler closed the public hearing. **Motion** made by Councilman Heston, Seconded by Councilman Sutherland to approve Ordinance 27-16 as presented. Motion passed unanimously.

11. Ordinance 26-16 Annexing ten (10) parcels of land. 1st reading.
City Attorney Buhr read the title of Ordinance 26-16 into the record. 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 26-16 as read. Motion passed unanimously.

12. Partnership between City and the Boys and Girls Club.
City Manager Deleon gave a presentation. The Boys and Girls Club are interested in having a partnership between them and the City. Wendy Amos, the Treasurer for the Boys and Girls Club spoke regarding this partnership. There was discussion between the Council and the City Manager regarding this partnership. There would be a lease and contract between the City and the Boys and Girls Club. It was decided to have the City Attorney prepare a lease.

13. Authorization of Alcohol Consumption for the Chamber Event on 10/29/2016.
Michael Gergen, from the Chamber stated that the event would run from 10AM to 5PM. He stated that the alcohol was being handled by the Jay C's.
Motion by Councilman Sutherland, Seconded by Deputy Mayor Gray to allow the consumption of alcohol the Chamber Event on October 29, 2016 from 10:00 AM until 5:00 PM. Motion passed unanimously.

F. <u>Citizens Participation:</u>
Mr. Smith addressed the Council regarding his business on outdoor sales on Main Street. He stated that he had not received his license. After further discussion it was suggested that the City Manager contact the CFRPC.
Foy Hall addressed the Council regarding statues that he was interested in placing around town.
Mr. Barnard addressed the Council reminding everyone that they should vote with early voting starting next Saturday.

Meeting adjourned at 7:15 PM

Recorded and transcribed by Interim City Clerk Bonnie Barwick

_____

Attest Bonnie Barwick Mayor Sharon Schuler

D -6

Agenda Item Summary

Subject Ordinance 26-16 – Annex Ten Parcels of Land

Item No. **D-6**

Placed on Agenda by: **City Manager**

Total Amount of Project:

Staff Review: Yes

Attorney Review: **Yes**

Background: 2nd Reading of Ordinance

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.

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This ordinance was read for the first time at the Regular Meeting of the City Council on the 24th day of OCT, 20 16, 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 14TH day of NOV, 20 16, 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

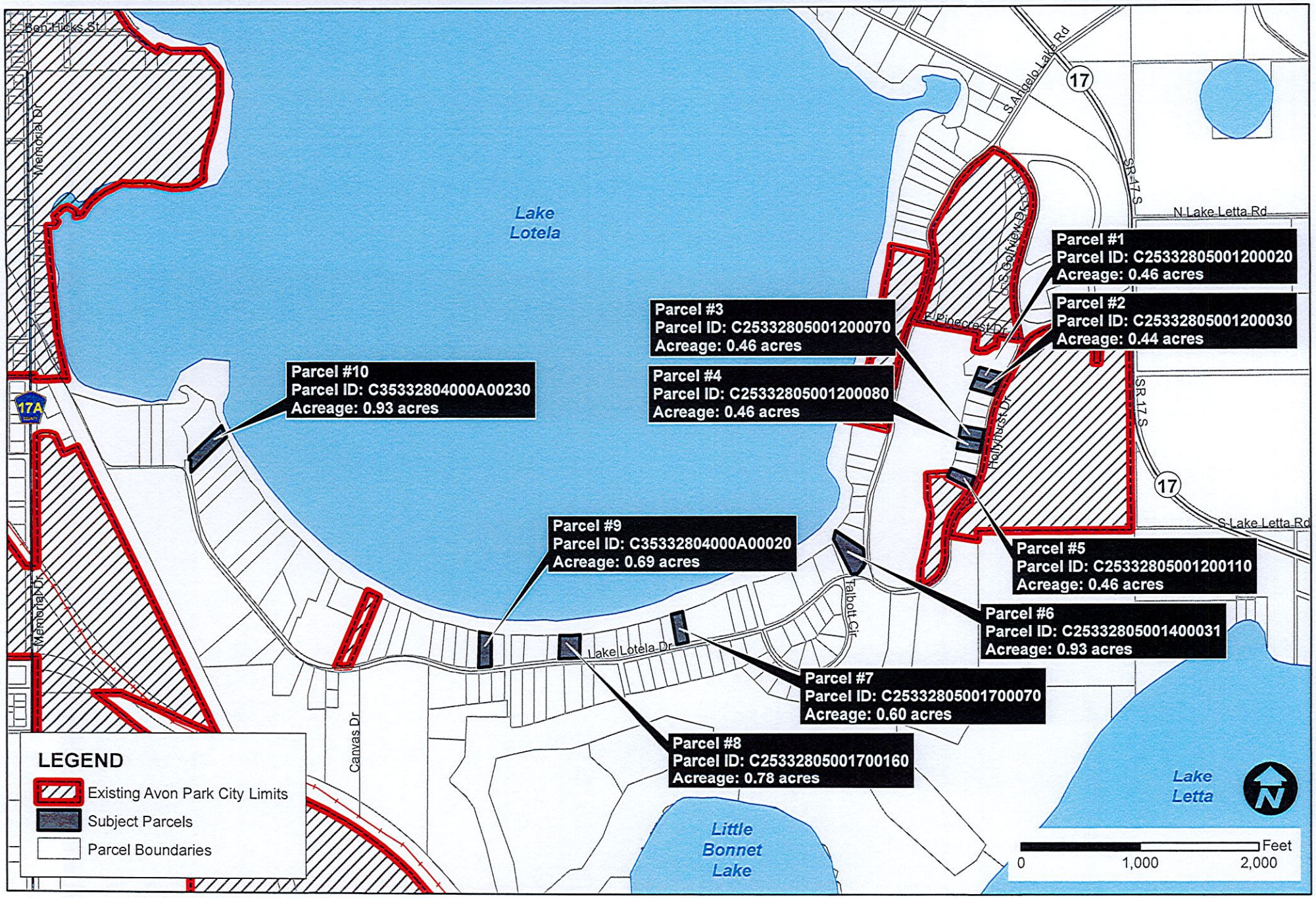


EXHIBIT - B

Parcel C-25-33-28-050-0120-0020 - MAP I.D 1

1790 HOLLYHURST DR
AVON PARK, FL 33825

Owners:
ERICKSON MALCOM P + JOYCE F CO-TRS

Mailing Address
1790 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

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

Parcel C-25-33-28-050-0120-0030 MAP ID 2

1800 HOLLYHURST DR
AVON PARK, FL 33825

Owners:
BATES BARBARA C

Mailing Address
1800 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

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

Parcel C-25-33-28-050-0120-0070 MAP ID 3

1820 HOLLYHURST DR
AVON PARK, FL 33825

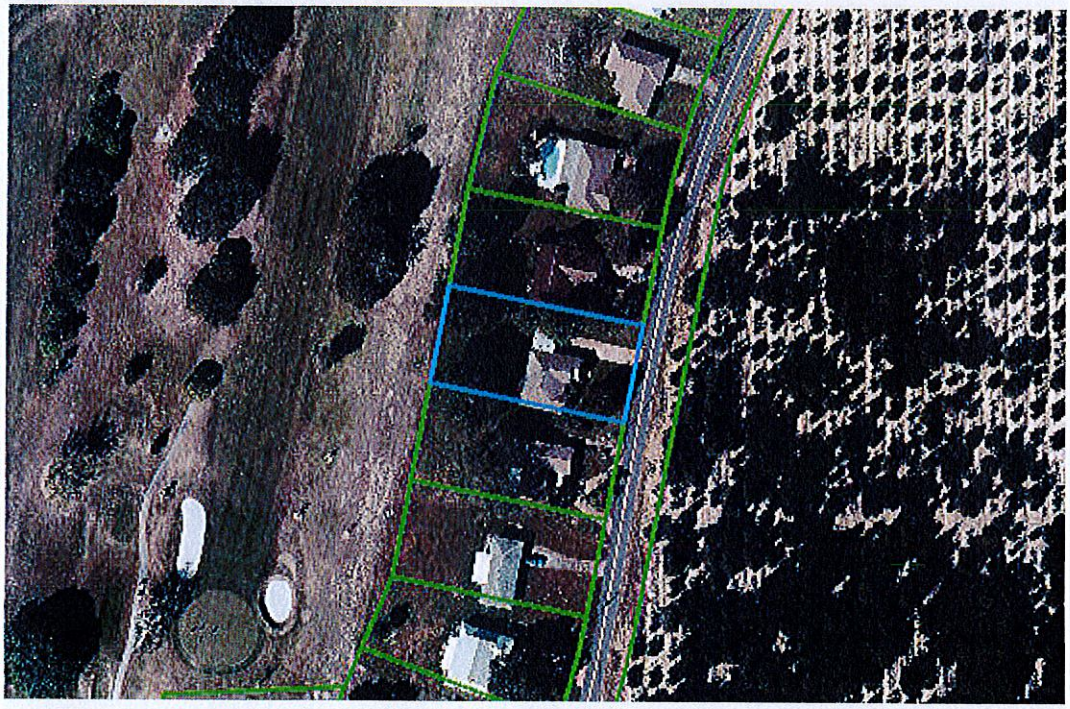
Owners:
LUTTRELL ROBERT + MARY ANN

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 MAP I 04

1850 HOLLYHURST DR
AVON PARK, FL 33825

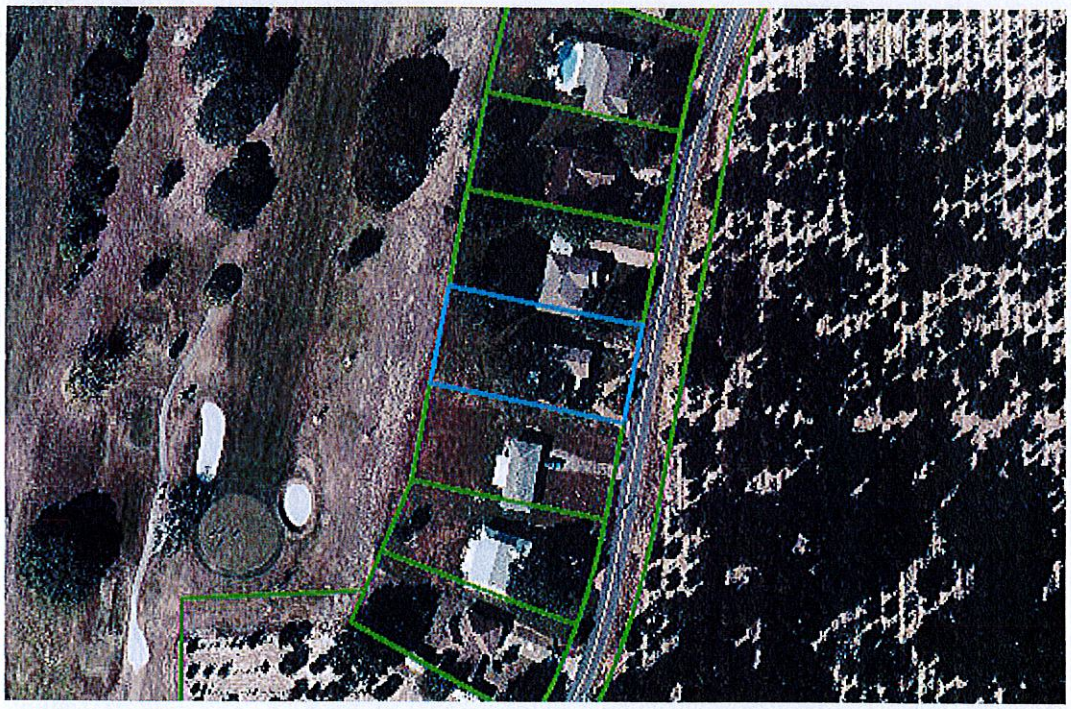
Owners:
COZINE JAMES D JR

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 - MAP ID 5

1880 HOLLYHURST DR
AVON PARK, FL 33825

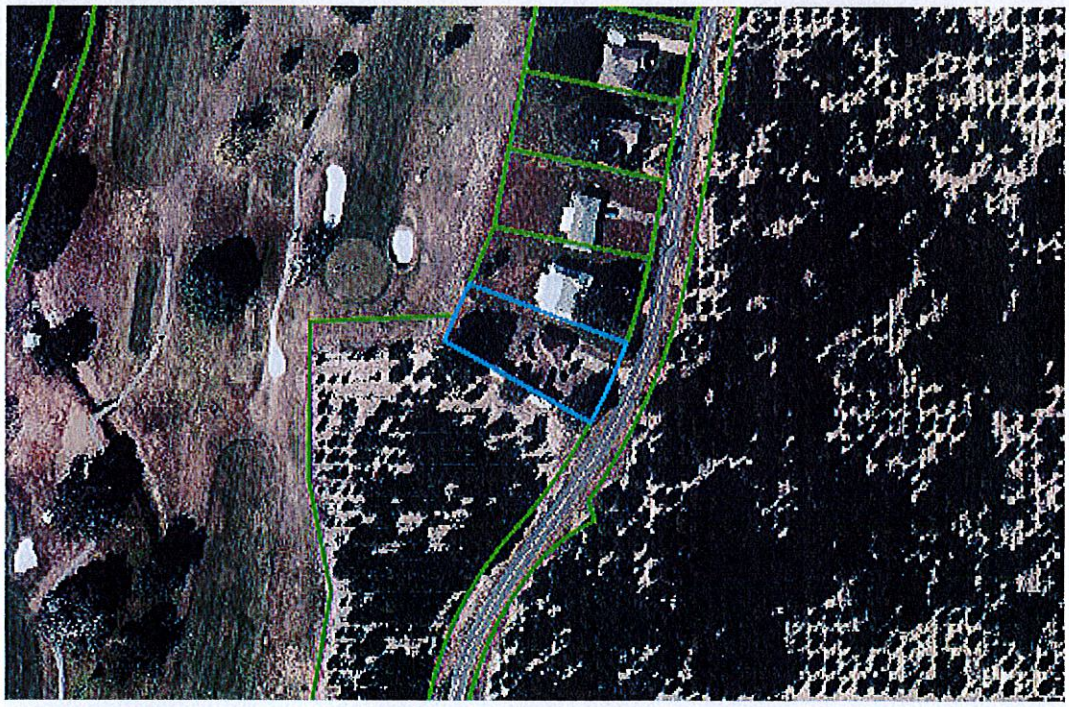
Owners:
FILISKY NORMAN + LAVETA TRS

Mailing Address
1880 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 11 BLK 12



Parcel C-25-33-28-050-0140-0031 MAP ID 6

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

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 MAP ID 7

1215 LAKE LOTELA DR
AVON PARK, FL 33825

Owners:
BATES LOUIS E + LORETTA D

Mailing Address
1215 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: 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 MAP ID 8

1101 LAKE LOTELA DR
AVON PARK, FL 33825

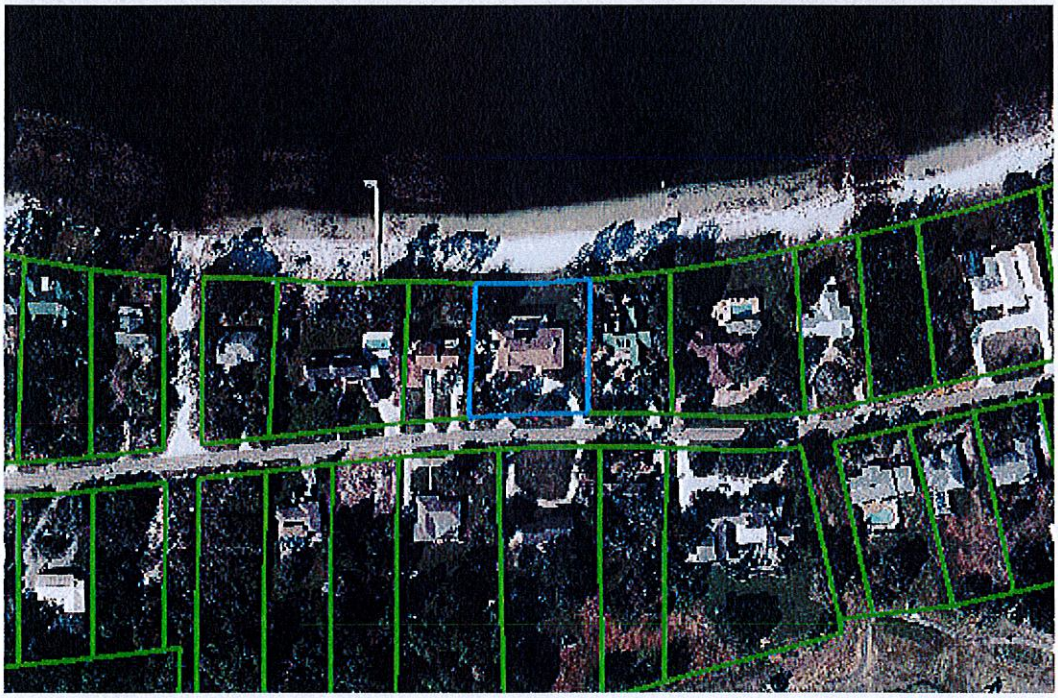
Owners:
LINN ROBERT W +
FALCONER CINDY G

Mailing Address
1101 LAKE LOTELA DR
AVON PARK, FL 33825

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 MAP ID 9

975 LAKE LOTELA DR
AVON PARK, FL 33825

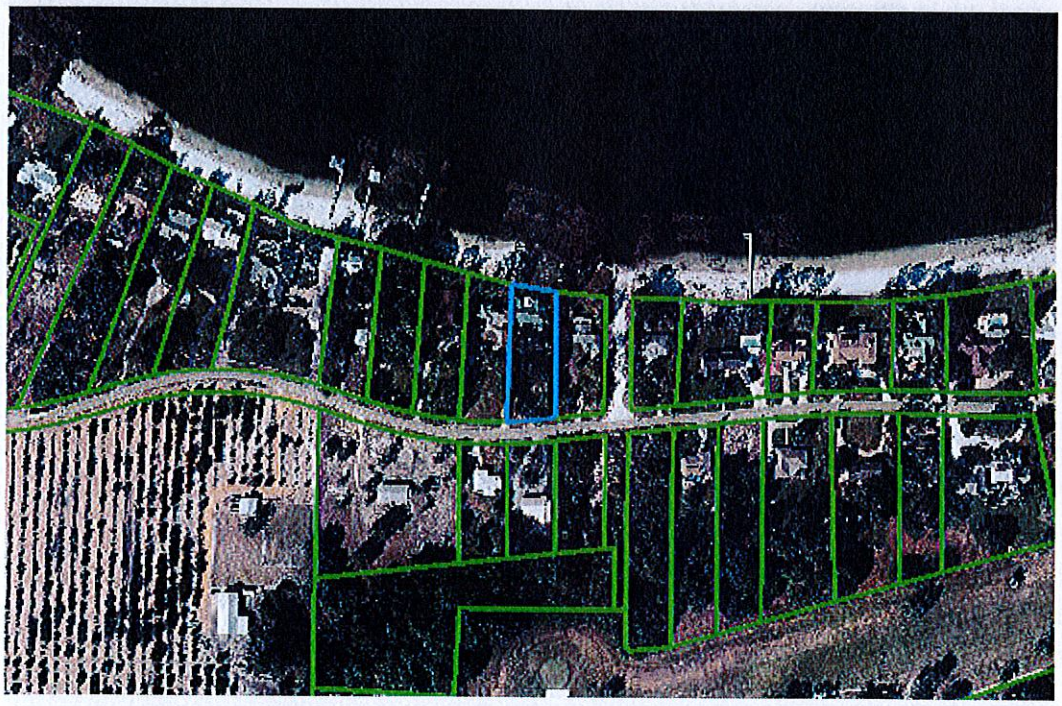
Owners:
HACHE JOSEPH R + CAROLL L

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 MAP ID 10

555 LAKE LOTELA DR
AVON PARK, FL 33825

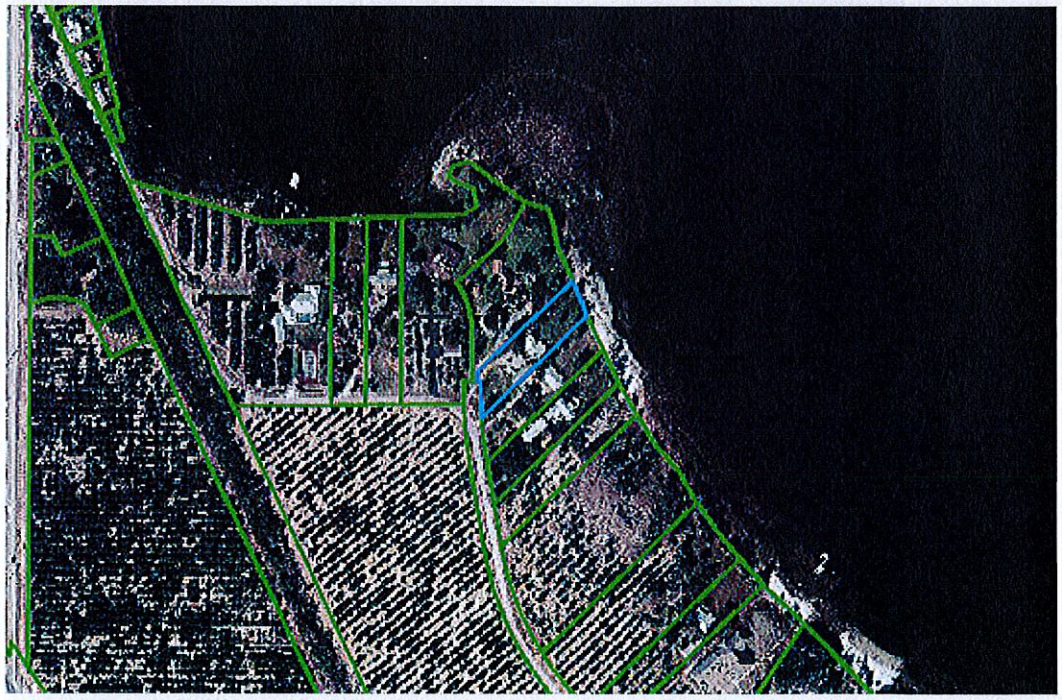
Owners:
GORDON CARTER + JOYCE

Mailing Address
555 E 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 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
1850
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

RETURN TO

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)

Yadima Cibocas
(Signed)

YADIMA CIBOCAS
(Printed)

OWNER:

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:

Marnita English
(Signed)

MARNITA ENGLISH
(Printed)

Yarima Chacks
(Signed)

YARIMA CHACKS
(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.

Notary Public, State of Florida

(Seal)

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)

MARINETA ENGLISH
(Printed)

(Signed)

Savitri Ladchmansingh
(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 008213
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)
Yorima 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 C250-444-45-059-0 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 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 Jan 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 Greta L. 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 DL A 165 217 39 292 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

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

JB 18.50 A1R

RETURN TO

For Recording Purposes Only

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, 20 13, ~~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, 20 13, 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 Falcones 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
AIR

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 29th day of October, 2014, 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 109976

Notary Public, State of Florida

Signature: Allison Jacobs
Printed name: Allison Jacobs
Commission No. FF109976 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 109976

Notary Public, State of Florida

Signature: Allison Jacobs
Printed name: Allison Jacobs
Commission No. FF109976 Commission Expires: 4/16/18

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

10

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 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 20 14, 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:_____

D-7

Agenda Item Summary

Subject: Lease between City and the Boys and Girls Club

Item No. D-7

Placed on Agenda by: City Manager

Total Amount of Project:

Staff Review: Yes

Attorney Review:

Recommended Motion(s): **Motion to approve lease**

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 of 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 field a significant cost savings to the City.

Attachments: Lease

LEASE

This Lease is made and executed on _____, 20__, by and between the **CITY OF AVON PARK**, a Florida Municipal Corporation organized and existing under the laws of the State of Florida, having its principal office at 110 East Main Street, Avon Park, FL 33825, herein referred to here "City" and the **BOYS & GIRLS CLUB OF HIGHLANDS COUNTY, INC.**, a non-profit corporation, organized and existing under the laws of the State of Florida, having its principal office at 248 Pomegranate Avenue, Sebring, FL 33870, herein referred to as "BGC." The City and BCG shall be referred to collectively as the "parties."

1. DEMISE; DESCRIPTION OF PREMISES

City leases to BGC and BGC hires from City, solely for use to provide services to children in Avon Park as more specifically described in Attachment "A" (hereinafter "Services"), a non-exclusive right to occupy the Martin Luther King Complex. The Premises generally known as the Martin Luther King Jr. Memorial Field complex located at 207 E. State Street, Avon Park 33825 (hereinafter "Premises" or "Rec Center"), along with the structures and appurtenances accepted by BGC AS-IS and WHERE-IS. City makes no representation or warranty whatsoever as to the condition of the Premises or of quiet enjoyment, but will cooperate with BGC to make the Premises available for BGC use in providing its Services, while allowing other typical and customary uses of the Rec Center. As used in this Lease, the term "Premises" refers to the partial or shared occupation and use of the real property described above and to any improvements to that Rec Center from time to time during the term of this Lease.

2. TERM

The term of this Lease shall be for a term of three (3) years, commencing on _____, and terminating on _____. The term shall automatically renew for an addition one (1) year term unless one of the parties hereto gives notice to the other of intent to terminate, such notice being delivered not less than three (3) months prior to the (each) termination date.

3. RENT

The total rent for the full Lease term shall be five dollars ($5) per year, which BGC shall pay to City annually.

4. MANAGEMENT, USES, AND USES PROHIBITED

(a) **Use of Premises Limited**. BGC leases the Premises for the purposes stated in Exhibit A ("Services"). For the full term of this lease and any subsequent periods, if extended, BGC shall

make the Services in Exhibit "A" open to the public, with appropriate age restrictions, during reasonable hours and day each week, and at reasonable rates, charges and terms. If BGC ceases using the Premises for the purposes stated herein or the Services in Exhibit "A"; or, if BGC loses its status as 501(c)(3) entity under the Internal Revenue Code, this Lease may be terminated by the City in its sole discretion.

(b) BCG acknowledges and agrees that the right to use the Premises for a nominal rent, is provided by the City solely because BCG is providing the Services to the children of Avon Park. BCG agrees to provide an annual report on the quality and quantity of the Services provided, stating at a minimum:

1. The number of children residing within Avon Park that were provided services;
2. The manner of Services provided to Avon Park resident children; and
3. The beneficial effects, if any, of such Services.

(c) **Rules for Use of Premises.** Exhibit "B" contains all the rules of use by the City for the Premises use by BGC, which Rules may be reasonably modified from time-to-time.

5. UNLAWFUL ACTS, WASTE AND NUISANCE PROHIBITED

During the term of this Lease, BGC shall comply with all applicable laws affecting the leased Premises including City ordinances and resolutions. BGC shall not commit or suffer to be committed any waste on the leased Premises, or any nuisance.

6. ABANDONMENT OF PREMISES

BGC shall not vacate or abandon the Premises nor cease using the Premises in the manner described in Exhibit "A" at any time during the term of this Lease. If BGC abandons, vacates, or surrenders the leased Premises, this Lease shall be terminated by the City. Personal property in the space will be returned to BGC and BGC shall be provided five (5) days to retrieve the property at BGC's sole expense.

7. CITY'S RIGHT OF USE AND ENTRY

BGC shall permit City and the agents and employees of City to enter the nonexclusive leased Premises within restriction. In addition to the normal use by the public, the City may authorize or hold large functions and events at the Premises, but shall do so only after reasonable notice to BCG, such notice not to exceed fifteen (15) days, and in cooperation with BCG in a manner to

minimize or ameliorate any disruption of BCG's provision of the Services. Notices and correspondence under this paragraph may be accomplished by e-mail.

BCG acknowledges and agrees that the Premises are used as the **north district emergency shelter**, and BCG shall suspend any Services that might disrupt such use by the City and the public, or modify such Services to compliment the use as an emergency shelter in accordance with directions of emergency personnel. BCG shall follow the directions of authorized emergency personnel, and in the event of a conflict, the Director of Public Services shall make the final determination, with the sue as an emergency shelter being the primary concern.

8. REMOVAL OF MANUFACTURED MODULAR SCHOOLS

As part of the inducement to the City to provide BGC with this favorable lease with nominal rent, BCG agrees to permanently remove the manufactured modular school buildings presently at 217 Gwen Hill Street, Avon Park, FL 33852. BCG shall additionally clear any concrete pads, tie downs and any other structures or debris to bring that property back to a visibly aesthetic condition. Such work shall be fully accomplished within six (6) months of commencement of this Lease

9. ENVIRONMENTAL CONCERNS

BGC shall in a timely manner, comply with all applicable Environmental Laws applicable to BGC's use of the Premises.

City is unaware of any unlawful discharges or contamination in violation of Environmental Laws onto the Premises, and BGC has made diligent research and inquiry as to the present condition of the Premises, and accepts the Premises and all structures for all purposes AS-IS WHERE-IS.

10. SUBLETTING AND ASSIGNMENT

Subletting of the right to partially occupy the Premises or assignment of this Lease by BGC is strictly prohibited. Only the renting of space for temporary special events may be allowed if written permission is received from the City Council. Such permission may be withheld or denied by the City Council in its sole, unfettered discretion.

11. NOTICES

Unless otherwise provided herein, all notices, demands, or other writings in this Lease shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid return receipt requested or by delivery to a nationally recognized overnight courier service, and addressed to that party at the address stated above,

unless notified of a different address in writing.

12. TAXES AND GOVERNMENT CHARGES

BGC acknowledges that, City is a governmental entity with authority to tax its citizens, and BGC shall be obligated to pay any property tax bills as rendered through Highlands County directly to Highlands County if BGC is lawfully required to pay such taxes under Florida law. Furthermore, BGC agrees to pay all other lawful taxes, levies or charges lawfully imposed by any state or local governments to the extent applicable to the Premises and/or improvements thereto.

13.COMPLIANCE WITH LAW; ALTERATIONS AND DESTRUCTION OF PREMISES AND IMPROVEMENTS; LIENS AND ENCUMBRANCES PROHIBITED

BGC shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises. The City shall pay for all maintenance and other costs associated with the air conditioning units. The City shall pay for other repairs to the physical building including the roof, walls and entry doors.

BCG shall not alter or modify the building or any portions thereof, without the written permission of the City. Permission for any modifications or alterations shall be first submitted to the City Manager for review and approval at the staff level. Any substantial alterations or modifications shall require the approval of the City Commission.

BGC may not encumber by mortgage, lien, deed of trust, or other instrument, the Premises or BGC's leasehold interest in the leased Premises.

14. UTILITIES

All utilities for the Premises, including without limitation, water, wastewater, electric, garbage, telephone service and internet service, shall be paid for the respective parties in accordance with estimated allocations as provided in Exhibit "C".

15. LIENS

(a) **BGC's duty to keep Premises free of liens.** BGC shall keep Premises and improvements free and clear of all mechanics', materialmen's, and other liens, and should such liens be imposed by acts or omissions of BCG, BCG shall pay to remove such liens.

(b) **Contesting liens.** If BGC desires to legally contest any lien rather than paying it outright, it shall notify City of its intention to do so. In such a case, and provided that BGC shall, on

demand, protect City by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, BGC shall not be in default under this Lease but shall satisfy and discharge the lien to the extent held valid. BGC shall protect and indemnify City against all loss, expense, and damage resulting from the contest of a lien including reasonable attorney's fees and costs at all tribunal levels.

16. INDEMNIFICATION OF CITY

Indemnity. BGC shall defend, indemnify and hold harmless the City of Avon Park and all of the City of Avon Park's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs, through appeals, which may arise because of the negligence of BGC, its officers, agents or employees in performance or non-performance of its obligations under the Agreement, or otherwise arising through BGC's use and control of the Premises. BGC recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Avon Park when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Avon Park in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida, and other good and valuable consideration, the receipt and sufficiency of which BGC hereby acknowledges. This clause shall survive the termination of this Lease as to any events occurring during BGC's tenancy of the Premises. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve BGC of its liability and obligation to defend, hold harmless and indemnify the City of Avon Park as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Avon Park's liability beyond that provided in section 768.28, Florida Statutes.

17. ATTORNEYS' FEES; VENUE; JURY TRIALS

(a) If any action at law or in equity shall be brought under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, including paralegal costs, appeals and bankruptcy proceedings, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

(b) To the extent that a waiver of jury trial is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the Premises.

18. SIDEWALK SPACE; SIGNAGE

The City does not lease to BGC any space under, in, or on any street or sidewalk adjacent to the leased Premises. BGC may install identifying/directional signage and other signage as required for identification and location needs, public safety and convenience, but only with written approval by the City.

19. REDELIVERY OF PREMISES; REMEDIES CUMULATIVE; DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

BGC shall pay the rent in the manner provided in this Lease. In the event of the non-performance by BGC of any of the covenants which BGC has undertaken, this Lease may be terminated as provided in this Lease. All remedies conferred on City shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

On termination of this Lease for any cause or no cause, the City shall become the owner of any fixtures paid for by the City Contribution and improvements on the Premises.

20. PUBLIC RECORDS ACCESS

A. In the event that it is determined that BCG is "acting on behalf of the City" or is a contractor to the City, BGC shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. BGC shall keep and maintain public records required to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the City for refusal by BGC to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the BGC in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If BGC meets the definition of "BGC" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify BGC of the request, and BGC

must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If BGC fails to provide the public records to the City within a reasonable time, BGC may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the City's custodian of public records, BGC shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. BGC shall identify and ensure that all public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the BGC does not transfer the records to the City.

iv. Upon completion of the Agreement, BGC shall transfer, at no cost to City, all public records in possession of BGC or keep and maintain public records required by the City to perform the services under this Agreement. If the BGC transfers all public records to the City upon completion of the Agreement, the BGC shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the BGC keeps and maintains public records upon completion of the Agreement, the BGC shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

D. IF THE BGC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BGC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS by telephone at 863-452-4405, by email at bbarwick@avonpark.cc **, or at the mailing address below:**

Bonnie Barwick, Interim City Clerk
110 East Main Street
Avon Park, FL 33825

21. INSURANCE

(a) **Insurance coverage of Premises**. BGC shall, at BGC's sole expense, keep all BCG contents and improvements that are now or in the future a part of the Premises, insured against loss or

damage by fire and the extended coverage hazards for the full replacement value of the improvements, with loss payable to City with the insurance proceeds.

(b) **Personal injury liability insurance**. BGC shall, at its sole cost and expense, procure and maintain throughout the term of this Lease, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, and $2,000,000 for injury to or death of any number of persons in one occurrence, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Avon Park as a named, additional insured, as well as furnishing the City of Avon Park with a copy, or copies, of said insurance policies. Certificates of insurance and copies of these insurance policies must be received by the City within 10 days of signing the lease.

(c) **City's right to pay premiums on behalf of BGC**. All of the policies of insurance referred to in this section shall be written in a form satisfactory to the City and by insurance companies satisfactory to City, but not less than AM Best "A", with City being included as an additional named insured, and with the insurer waiving any subrogation rights against City. BGC shall pay all the premiums and deliver the policies, or certificates of the policies, to the City within thirty (30) days of commencement of this Lease. In the event of BGC's failure either to acquire the insurance in the names called for or to pay the premiums or to deliver the policies, or certificates of the policies to the City, the City shall be entitled, but shall have no obligation, to acquire the insurance and pay the premiums which shall be repayable to City within thirty (30) days of written demand upon BGC. Failure to repay the premiums shall be cause for the City to terminate this Lease. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by an independent instrument furnished to City, that it will give to City at least thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled. City agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by BGC.

(f) **Blanket insurance policies**. Notwithstanding anything to the contrary contained in this section, BGC's obligations to carry the insurance provided for in this Lease may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by BGC; provided however, the coverage afforded the City will not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of a blanket policy of insurance, and provided

further that the requirements of Subsection (e) of this section are otherwise satisfied.

22. PERMITS

Permits for food, alcohol, occupancy, inspections, or permissions as may be required by local, state, or national governments shall be furnished by BGC at BGC's expense.

23. NOTICE OF DEFAULT

Except as otherwise provided herein, BGC shall not be deemed to be in default under this Lease unless, if such default is curable, the City first gives to BGC thirty (30) days' written notice of the default, and BGC fails to cure the default within a 90-day period or, if the default is of such a nature that it cannot be cured within 90 days, BGC fails to commence to cure the default within such period of 90 days or fails to proceed to the curing of the default with due diligence.

24. DEFAULT

Breach of any provision in this Lease shall be deemed a default. In addition, BGC shall be deemed in default of this Lease if it ever files a claim of bankruptcy of any kind, ceases to be a 501(c)3 organization, ceases to actively provide services as described herein, or is otherwise determined to be insolvent in the reasonable opinion of the City's certified public accountant. In the event of any breach of this Lease by BGC, the City, in addition to the other rights or remedies the City may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises. Any property may be removed and stored in a public warehouse or elsewhere at the sole cost of, and for the account of, BGC. City may at any time after that elect to terminate this Lease for any previous breach. Should City at any time terminate this Lease for any breach, in addition to any other remedy it may have, City may recover from BGC all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from BGC to City.

25. EFFECT OF EMINENT DOMAIN

(a) **Effect of condemnation**. In the event all or a portion of the leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the conclusion of the taking, and BGC shall then be released from any liability accruing under this Lease after that date.

(c) **Condemnation award**. In the event of the termination of this Lease due to the total or partial taking of the Premises by eminent domain, then in any condemnation proceedings, the City shall have the sole right to make claim against the condemning or taking authority for any damage done because of the taking.

26. INTERRUPTION OF SERVICES OR USE

Interruption or curtailment of any utility or other service maintained in the building, if caused by emergencies, strikes, mechanical difficulties, or any causes beyond the City's reasonable control, whether similar or dissimilar to those enumerated above, shall not entitle BGC to any claim against the City. If the premises are rendered untenantable in whole or in part, for a period of ten (10) business days, by the making of repairs, replacements, or additions, other than those made with BGC's consent or caused by misuse or neglect by BGC or BGC's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenantability as the sole remedy for BGC.

27. WAIVER

The waiver by City of or the failure of City to act with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease.

28. SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

29. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP

The terms and conditions in this Lease are the product of mutual draftsmanship by both parties, and any ambiguities in this Lease 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 Lease were negotiated at arms' length, and that each party, being represented by counsel or capable of being so represented, is acting to protect its, his, her, or their own interest.

30. RECORDATION

This Lease may not be recorded without the City's prior written consent, but BGC agrees, upon request of the City, to execute a memorandum hereof for recording purposes.

31. 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.

32. COUNTERPARTS AND FACSIMILE (FAX) DOCUMENTS

This Lease may be signed in counterparts, and each counterpart bearing an original signature shall be considered one document with all others bearing original signature. Also, facsimile transmission of any signed original document and re-transmission of any signed facsimile transmission shall be the same as delivery of an original.

BGC

Witnesses:

BOYS & GIRLS CLUB OF HIGHLANDS COUNTY, INC.

_____

Printed name: _____

By:_____

Timothy Brinling, President

_____

Printed name: _____

CITY

Attested by:_____

Bonnie Barwick, Interim City Clerk

CITY OF AVON PARK, FLORIDA

By: _____

_____, Mayor

APPROVED AS TO FORM AND CONTENT

_____

Gerald T. Buhr, City Attorney

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

EXHIBIT B
RULES FOR USE OF PREMISES

1. The hours of operation at the Rec Center are _____. Unless special permission is obtained from the City in writing, BGC shall strictly adhere to those hours.

2. BCG shall not suffer or permit the obstruction of, or hazard to, any common areas, including driveways, walkways, and stairways.

3. City reserves the right to refuse access to any persons City in good faith judges to be a threat to the safety, reputation, or property of the Rec Center and its occupants.

4. BGC shall not make or permit any noise or odors that annoy or interfere with other occupants or persons having business within the Avon Park Rec Center.

5. BGC shall not make, suffer or permit litter except in appropriate receptacles for that purpose.

6. BGC shall not alter any lock or install new or additional locks or bolts without the express written permission of the City.

7. BGC shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities on the Premises. No foreign substances of any kind are to be inserted in any toilet rooms, plumbing or other utilities.

8. BGC shall not deface the walls, partitions or other surfaces of the premises or Avon Park Rec Center.

9. BGC shall not suffer or permit anything in or around the premises or building that causes excessive vibration or floor loading in any part of the Avon Park Rec Center.

10. Furniture, significant freight, and equipment shall be moved into or out of the building only with the City's knowledge and consent, and subject to reasonable limitations, techniques, and timing that may be designated by City. BGC shall be responsible for any damage to the Avon Park Rec Center arising from any such activity.

11. BGC shall not employ any service or contractor for services, or work to be performed in the building, except as approved by City.

12. No window coverings, shades, or awnings shall be installed or used by BGC without express, written permission and approval by the City based on the City's code, and the City's desired building motif and character.

13. No BCG employee, agent, or invitee shall go on the roof of the building.

14. BGC shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in or around the Rec Center.

15. BGC shall not use any method of heating or air conditioning other than as provided by City. BGC shall conserve energy as reasonable and prudent under the circumstances.

16. BGC shall not install, maintain, or operate any vending machines.

17. Although the Premises has a kitchen for low volume use by BGC employees, the Premises shall not be used for lodging or manufacturing, or large scale cooking. BGC is responsible for acquiring and paying for any required government permits and approvals for providing food or alcohol at BGC events, or hiring at its sole expense, any licensed vender to provide this service.

18. BGC shall comply with all safety, fire protection, and evacuation regulations established by City or any applicable governmental agency. BCG shall hold reasonable evacuation drills in accordance with recommendations by the City Fire Department.

19. City reserves the right to waive any one of these rules or regulations, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application of that rule or regulation to the BGC.

20. BGC assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.

21. City reserves the right to make other reasonable rules and regulations that City may from time to time deem necessary for the appropriate operation and safety of the Avon Park Rec Center and its occupants. BGC agrees to abide by these and any other reasonable rules and regulations that City designates

EXHIBIT C
ALLOCATIONS OF COMMON UTILITIES AND SERVICES

1. Electric -
2. Water –
3. Sewer -
4. Garbage –
5. Telephone, fax, WIFI, internet and related services shall be provided by ~~BGC at BGC's sole expense.~~ City
6. Mowing and common area landscaping shall be provided by the City at the City's sole discretion and expense.
7. Repaving and maintenance of park lot shall be provided by the City at the City's sole discretion and expense.
8. Window washing shall be provided by the City at the City's sole discretion and

expense.

9. Painting of exterior shall be provided by the City at the City's sole discretion and expense.

10. Janitorial services -

PREPARED 10/19/2016, 11:31:15
PROGRAM: GM365L

City of Avon Park
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

REPORT SELECTIONS

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

Expenses

EXHIBIT-C

EXPENSES FOR FY 2015/2016

$112,039

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										
	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 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										
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	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%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

D-8

Agenda Item Summary

Subject: Bid Award FKC Dewatering Screw Press

Item No. D-8

Placed on Agenda by: **City Manager**

Total Amount of Project:

Staff Review: Yes

Attorney Review:

Recommended Motion(s):

1. Motion to award bid to FKC for the purchase of a Screw Press for $296,220

Background:

The City's septage and residual management program continues to expand as a big success, and has become an essential regional service. Below, Table-1, please find the revenue history. Based on this continued growth, we budgeted to purchase a second dewatering screw press to support the added demand for service.

Budget Year	Revenue income (Rounded value)
2016	$ 612,000
2015	$ 417,000
2014	$ 349,000
2013	$ 412,000
2012	$ 270,000
2011	$ 184,000
2010	$ 61,000

Accordingly, we advertised this purchase, and received two responses. The low bid was FKC for $296,220. Attached, you will find some pictures of the giant stainless steel mechanical system.

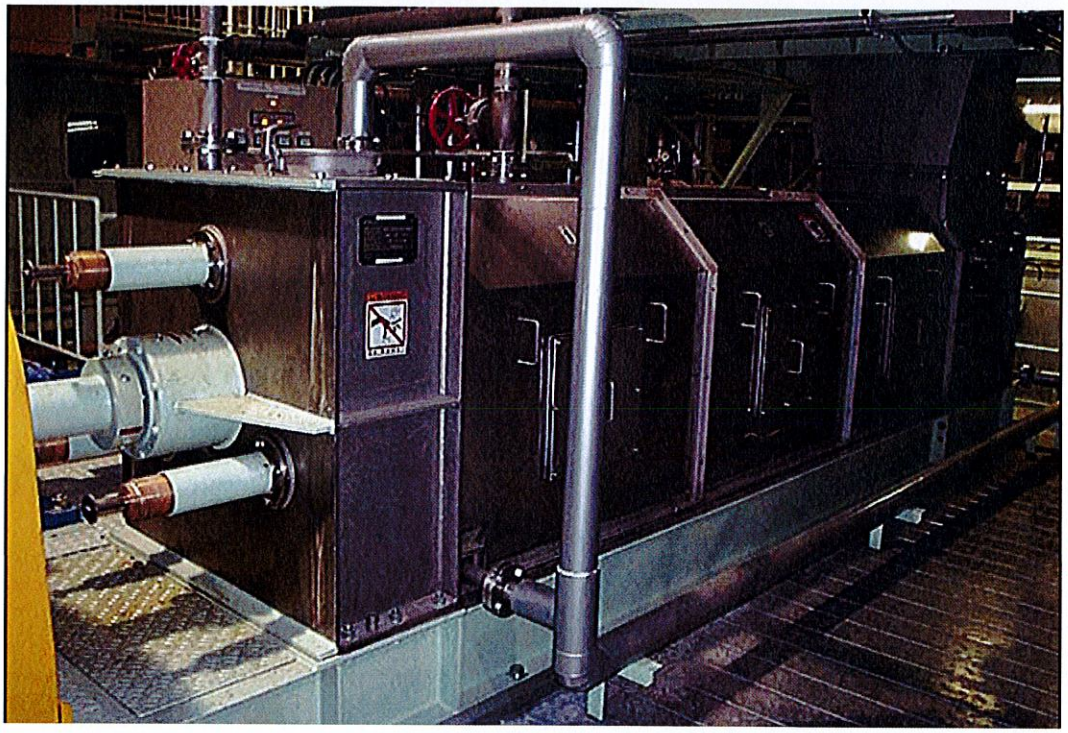
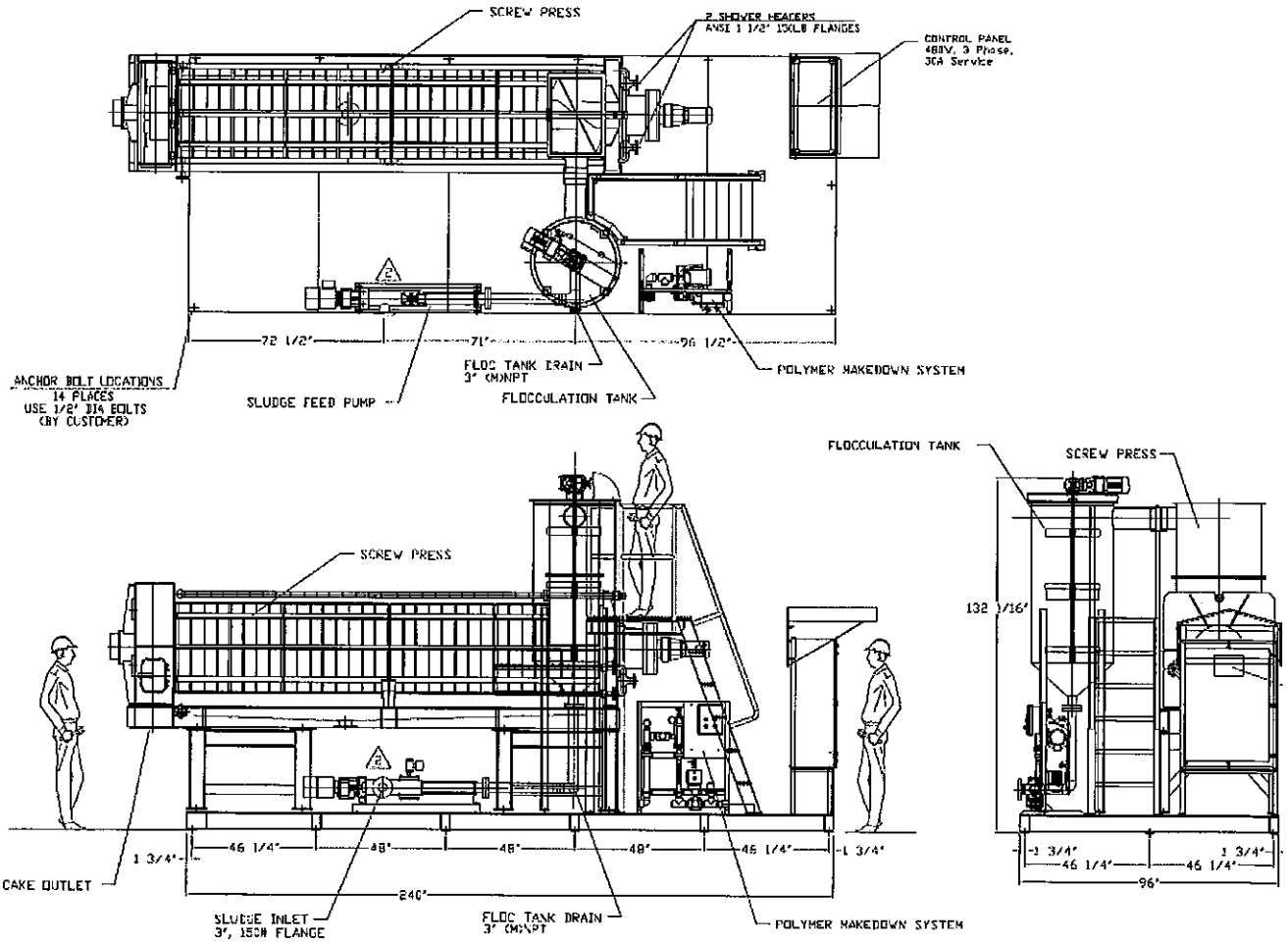


EXHIBIT-A


SCREW PRESS
2 SHOWER HEADERS
ANSI 1 1/2" 150LB FLANGES
CONTROL PANEL
480V, 3 Phase,
30A Service
72 1/2"
71"
96 1/2"
ANCHOR BOLT LOCATIONS
14 PLACES
USE 1/2" DIA BOLTS
(BY CUSTOMER)
SLUDGE FEED PUMP
FLOC TANK DRAIN
3" (M)NPT
FLOCCULATION TANK
POLYMER MAKEDOWN SYSTEM
FLOCCULATION TANK
SCREW PRESS
SCREW PRESS
132 1/16"
1 3/4"
46 1/4"
48"
48"
48"
46 1/4"
1 3/4"
CAKE OUTLET
240"
SLUDGE INLET
3", 150# FLANGE
FLOC TANK DRAIN
3" (M)NPT
POLYMER MAKEDOWN SYSTEM
1 3/4"
46 1/4"
46 1/4"
1 3/4"
96"