



City of Avon Park
City Manager's Office
110 East Main Street
Avon Park, Florida 33825

November 10, 2015

To Whom It May Concern:

Once again we are in the process of organizing the community's annual Martin Luther King, Jr. festivities, and are requesting your assistance. This year's events will take place on Monday, January 18, 2016. The events will include a march/parade, lunch, and recreational activities all to be held at Memorial Field. We are inquiring about the use of the field and its facilities. Upon approval of this request, we ask that the city provide the following items: **trashcans, a dumpster, and cones**. In addition to the previous mentioned items, we are requesting that the Southside CRA provide a couple of jump houses and the stage for our presenters.

We are also requesting the assistance of the Avon Park Police and the Fire Department. The greatest concern this year is for the Avon Park Police Department to assist with in crowd control throughout the entire day. This could be simply having patrolmen to ride through occasionally. As usual we would like for a fire truck to be a part of the parade and to do a demonstration to the kids during the field festivities. This demonstration should include fire safety and any souvenirs for distribution.

Thanks for your immediate attention to the above request. We look forward to your reply regarding this matter. If you have any questions, please contact me at 863-257-0868

Sincerely,

Arnold Davis
MLK Committee Co-Chair

PROCLAMATION

IN HONOR OF
THE 48th ANNIVERSARY
OF
THE AGRICULTURAL AND LABOR PROGRAM, INC.

WHEREAS, The Agricultural and Labor Program, Inc. (ALPI) is a private, non-profit, community based organization chartered by the State of Florida to provide assistance and services to the migrant and seasonal farm worker population, the rural poor and disenfranchised throughout the State; and

WHEREAS, The ALPI is based on five underlying principles that guide all its activities: (1) Involvement of People; (2) Emphasis on long-term accomplish rather than promises; (3) Assurance of economic viability; (4) Emphasis on self-help; and (5) A sound integrated total systems approach; and

WHEREAS, services have included but not limited to: CSBG, Head Start/Early Head Start; Voluntary Pre-Kindergarten; Child Care Food and Nutrition; LIHEAP; Housing Mitigation; HUD Housing Counseling; and Training & Technical Assistance

WHEREAS, January 23, 2016 marks the 48th Anniversary of ALPI providing A Constant Flow of Community Services to help socially and economically disadvantage children and families;

NOW, THEREFORE, I, Sharon Schuler, by virtue of the authority vested in me as Mayor of the City of Avon Park, do hereby proclaim January 23, 2016 as: **THE AGRICULTURAL AND LABOR PROGRAM, INC., DAY**

In the City of Avon Park, Florida we urge all citizens to recognize services needed by those less fortunate in our community and encourage everyone to support The Agricultural and Labor Program, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this
14th day of December, 2015

C-6

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
November 23, 2015
6:15 PM

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

Members Absent: None

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

CONSENT AGENDA

Approve Regular Minutes November 9, 2015 Meeting:

Motion made by Councilwoman Brenda Giles, Seconded by Councilman Terry Heston to approve Consent Agenda as presented, with correction of deleting Councilwoman Brenda Giles as EDC Representative. Motion passed unanimously.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to nominate Brenda Giles as Deputy Mayor. Motion passed unanimously.

Budget Adjustments:

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve budget adjustments as presented by City Manager Julian DeLeon, motion passed unanimously.

ADMINISTRATIVE:

Ordinance 27-15 Fence material type and placement of fences. First Reading:

City Attorney Gerald Buhr read Ordinance 27-15 into the record.

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve Ordinance 27-15 as presented. Motion passed unanimously.

Annexation Agreement/Kegel Company Inc. **Motion** made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Annexation Agreement with Kegel Company Inc. as presented by City Manager Julian Deleon. Motion passed unanimously.

COMMUNITY/CITIZEN PARTICIPATION

A representative from the Florida Forest Service suggested that the City become a Tree City USA.

Meeting Adjourned 6:38 PM

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

C-7

**City of Avon Park
BUDGET ADJUSTMENT**

Budget Adjustment # _____

GMBA Batch _____

DATE: 12/02/2015

*Use round dollars only - No decimals

Account Number	Description	Amt. To Increase	Amt. To Decrease
001-0351-522.12-00	FIRE CONTROL - FIRE / REGULAR SALARIES & WAGES	525,240	
001-0351-522.14-00	FIRE CONTROL - FIRE / OVERTIME	15,000	
001-0351-522.15-00	FIRE CONTROL - FIRE / PAY OUT		2,220
001-0351-522.15-30	PAY OUT / SERVERANCE PAY		90,000
001-0351-522.15-40	PAY OUT / SICK/VAC/COMP PAY OUT		112,375
001-0351-522.17-00	FIRE CONTROL - FIRE / ON CALL AND HOLIDAY WRK		28,000
001-0351-522.21-00	FIRE CONTROL - FIRE / FICA	30,160	
001-0351-522.22-13	RETIREMENT CONTRIBUTIONS / FIRE PLAN		62,453
001-0351-522.23-20	LIFE & HEALTH INSURANCE / UHC	69,593	
001-0351-522.23-35	LIFE & HEALTH INSURANCE / EMPLOYER HSA CONTRIBUTION	3,665	
001-0351-522.25-00	FIRE CONTROL - FIRE / UNEMPLOYMENT COMPENSATION		86,000
001-0351-522.40-00	FIRE CONTROL - FIRE / TRAVEL & PER DIEM	1,000	
001-0351-522.52-00	FIRE CONTROL - FIRE / OPERATING SUPPLIES		2,000
001-0351-522.52-49	OPERATING SUPPLIES / JANITORIAL SUPPLIES		1,000
001-0271-519.12-10	REGULAR SALARIES & WAGES / CONTINGENCY-SALARIES		59,637
001-0000-342.40-00	PUBLIC SAFETY / FIRE ASSESSMENT FEES	706,700	

Explanation of adjustment:

Budget realignment

Department Head Signature _____

Date _____

Finance Director Approval _____

Date _____

City Manager's Approval _____

Date 12/8/15

CITY COUNCIL APPROVAL REQUIRED:

Yes X

 No

Mayor's Approval _____

Date _____

Julian Deleon

From: Julian Deleon
Sent: Tuesday, December 1, 2015 2:21 PM
To: Allison Jacobs; Danielle Phillips
Cc: Beatriz Ramirez; 'Maria Sutherland (msutherland@avonpark.cc)'; Brenda Silva; Jason Lister
Subject: 2016 Budget Realignment

Please try to prioritize and prepare the budget adjustment below. The turquoise highlighted is what is increasing or decreasing. This is for the active fiscal year.

	2016 Budgeted	2016 Modified Request	
EXPENSES			
001-0351-522.12-00	149,760	675,000	
FIRE CONTROL - FIRE / REGULAR SALARIES & WAGES			
001-0351-522.14-00	5,000	20,000	
FIRE CONTROL - FIRE / OVERTIME			
001-0351-522.15-00	2,220	0.00	
FIRE CONTROL - FIRE / PAY OUT			
001-0351-522.15-30	90,000	0	
PAY OUT / SERVERANCE PAY			
001-0351-522.15-40	112,735	0	
PAY OUT / SICK/VAC/COMP PAY OUT			
001-0351-522.17-00	35,000	7,000	
FIRE CONTROL - FIRE / ON CALL AND HOLIDAY WRK			
001-0351-522.21-00	19,840	50,000	
FIRE CONTROL - FIRE / FICA			
001-0351-522.22-13	426,453	364,000	
RETIREMENT CONTRIBUTIONS / FIRE PLAN			
001-0351-522.23-20	16,407	86,000	
LIFE & HEALTH INSURANCE / UHC			
001-0351-522.23-35	1,466	5,131	
LIFE & HEALTH INSURANCE / EMPLOYER HSA CONTRIBUTION			
001-0351-522.25-00	86,000	0	
FIRE CONTROL - FIRE / UNEMPLOYMENT COMPENSATION			
001-0351-522.40-00	1,000	2,000	
FIRE CONTROL - FIRE / TRAVEL & PER DIEM			
001-0351-522.52-00	11,000	9000	
FIRE CONTROL - FIRE / OPERATING SUPPLIES			
001-0351-522.52-49	2,000	1000	
OPERATING SUPPLIES / JANITORIAL SUPPLIES			
001-0271-519.12-10	120,000	60,363	
REGULAR SALARIES & WAGES / CONTINGENCY-SALARIES			

200,973

	2016 Budgeted	2016 Modified Request	
REVENUES			
001-0000-342.40-00	0	706,700.00	
PUBLIC SAFETY / FIRE ASSESSMENT FEES			

E-9

RESOLUTION NO. 15-27

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK, FLORIDA, RELATING TO THE DELIVERY AND FUNDING OF FIRE RESCUE SERVICES AND FACILITIES WITHIN THE CITY; SUPPLEMENTING CITY RESOLUTION NO. 15-20; APPROVING THE ADDITION OF CERTAIN REAL PROPERTY TO THE FIRE RESCUE ASSESSMENT ROLL FOR FISCAL YEAR 2015-16; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Resolution of the City of Avon Park, Florida is adopted pursuant to City Ordinance No. 01-00 as currently codified in Article III of Chapter 38 of the Code of Ordinances of the City of Avon Park, Florida (the "Fire Assessment Ordinance"), Article VIII, Section 2 of the State Constitution, Sections 166.021, 166.041 and 197.3632, Florida Statutes, other applicable provisions of law, and City Resolution Nos. 15-12 and 15-20 (collectively, the "Assessment Resolutions").

SECTION 2. DEFINITIONS. All capitalized terms not otherwise defined in this Resolution shall have the meanings defined in the Fire Assessment Ordinance and the Assessment Resolutions.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The City of Avon Park (the "City") imposes annual special assessments, sometimes referred to as non-ad valorem assessments, on real property located within City limits to fund a portion of the costs incurred by the City each year in providing fire rescue services and facilities.

(B) On October 14, 2015, the City Council adopted Resolution No. 15-20 which approved the Fire Rescue Assessments for the fiscal year commencing October 1, 2015 ("Fiscal Year 2015-16) and adopted the Fire Rescue Assessment Roll which is the list of all tax parcels in the City subject to the assessment and the dollar amount of the assessment imposed against each for Fiscal Year 2015-16.

(C) The City has determined that a relatively small number of Tax Parcels which are specially benefited from the City's provision of fire rescue services and facilities (the "Additional Parcels") were inadvertently omitted from the Fire Rescue Assessment Roll for Fiscal Year 2015-16.

(D) Section 38-92 of the Fire Assessment Ordinance sets forth the procedure for the correction of errors and omissions, pursuant to which the City must provide mailed notice to the owners of affected Tax Parcels and conduct a public hearing for the benefit of such owners prior to approving the annual Fire Rescue Assessment for the omitted parcels.

(E) As required by the Fire Assessment Ordinance, the owners of the Additional Parcels were provided mailed notice which included the time, date and place of the public hearing and the amount of the Fire Rescue Assessment proposed for such parcels for Fiscal Year 2015-16 and beyond. An affidavit of mailing is attached hereto as Appendix A.

(F) On December 14, 2015, the City Council conducted the public hearing contemplated by such mailed notice, and the comments and objections, if any, of all interested parties have been heard and considered as required by the Fire Assessment Ordinance.

(G) The Fire Rescue Assessment Roll for Fiscal Year 2015-16 has been revised to include the Additional Parcels.

(H) The Additional Parcels are hereby found to be specially benefited by the provision of fire rescue services and facilities. Adoption of this supplemental resolution constitutes a legislative determination that the Additional Parcels derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Fire Assessment Ordinance and Assessment Resolutions, from the City's provision of fire rescue services and facilities.

(I) The benefits derived from the fire rescue and facilities funded through the Fire Rescue Assessments exceed the amount of the Fire Rescue Assessments levied and imposed hereunder. The Fire Rescue Assessment for any Tax Parcel subject thereto does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel.

(J) The City Council hereby finds and determines that the Fire Rescue Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the fire rescue and facilities provided by the City by fairly and reasonably allocating the Fire Rescue Assessed Cost among specially benefited property.

SECTION 4. FIRE RESCUE ASSESSMENT ROLL FOR FISCAL YEAR 2015-16.

(A) A list of the Additional Parcels and the Fire Rescue Assessment imposed against each for Fiscal Year 2015 and each year thereafter, is attached hereto as Appendix B.

(B) The Fire Rescue Assessment Roll for Fiscal Year 2015-16, as revised to include the Additional Parcels, is hereby approved, ratified and confirmed.

(C) The Fire Rescue Assessment Roll, as revised and approved hereunder, is on file with the City Clerk and incorporated herein by reference.

SECTION 5. RATIFICATION AND CONFIRMATION OF ASSESSMENT RESOLUTIONS. The legislative findings set forth in the Assessment Resolutions are incorporated herein by reference. The findings describing the special benefit conveyed by fire rescue services and facilities, and the fairness and reasonableness of the assessment apportionment methodology approved therein, and all other provisions set forth therein, apply to the Additional Parcels and all parcels included on the Fire Rescue Assessment Roll as revised hereunder. The Assessment Resolutions are hereby ratified and confirmed; provided, however, that any provisions thereof in conflict herewith are repealed to the extent of such conflict.

SECTION 6. COLLECTION OF ASSESSMENTS.

(A) The Fire Rescue Assessment imposed against the Additional Parcels for Fiscal Year 2015-16 shall be direct billed to the property owner in accordance with Section 38-112 of the Fire Assessment Ordinance, and, as determined by subsequent resolution of City Council, for each fiscal year thereafter (commencing in November, 2016), the Fire Rescue Assessment for such parcels will be collected in any manner authorized by the Fire Assessment Ordinance which may include collection on the ad valorem property tax bill mailed by the Highlands County Tax Collector. Amounts certified for collection on the November, 2016 tax bill may include delinquent amounts, if any, from the direct billed Fire Rescue Assessment imposed for Fiscal Year 2015-16.

(B) The City Manager is hereby authorized to facilitate billing of Fire Rescue Assessments imposed against the Additional Parcels for Fiscal Year 2015-16 on or after January 4, 2016.

(C) Notwithstanding anything herein to the contrary, for any Additional Parcel for which certificates of occupancy have not been issued as of the effective date of this Resolution, the Fire Rescue Assessment imposed for Fiscal Year 2015-16 shall be due, payable, calculated and collected at the time and in the manner specified in Section 38-93 of the Fire Assessment Ordinance.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 14th day of December, 2015.

CITY OF AVON PARK, FLORIDA

Mayor

ATTEST:

City Manager

APPROVED AS TO FORM:

City Attorney

APPENDIX A

AFFIDAVIT OF MAILING

BEFORE ME, personally appeared the undersigned affiant, who after being duly sworn depose and say:

(1) Jason Lister is Public Safety Director for the City of Avon Park (the "City").

(2) On or before November 23, 2015, I provided mailed notices on behalf of the City, in accordance with Section 2.12(B) of City Ordinance No. 01-00 (the "Fire Assessment Ordinance") to the owners of real property inadvertently omitted from the Fire Rescue Assessment Roll for Fiscal Year 2015-16, at the addresses shown on the real property assessment tax roll database maintained by the Highlands County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

(3) An exemplary form of such notice is attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Jason Lister, affiant

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing Affidavit of Mailing was sworn to and subscribed before me this ___ day of _____, 2015, by Jason Lister. He is personally known to me or has produced _____ as identification and did take an oath.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Expires: _____

EXEMPLARY FORM OF MAILED NOTICE

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

November _____, 2015

[Property Owner Name - Col. B]
[Owner Address - Col. C]
[Owner Address1 - Col. D]
[Owner Address City - Col. E]
[Owner Address State - Col. F]
[Owner Address Zip - Col. G]
[Owner Address Country- Col. H]

Re: Tax Parcel Number: [Col. A]
Parcel Address: [Col. P], AVON PARK, FL

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

The City of Avon Park (the "City") imposes annual special assessments, sometimes referred to as non-ad valorem assessments, on real property located within City limits to fund a portion of the costs incurred by the City each year in providing fire rescue services and facilities. On October 14, 2015, the City Council adopted Resolution No. 15-20 (the "Assessment Resolution") which approved the fire services assessment for the fiscal year commencing October 1, 2015 ("Fiscal Year 2015-16") and adopted the annual assessment roll which is the list of all tax parcels in the City subject to the fire assessment and the dollar amount of the assessment imposed against each for Fiscal Year 2015-16.

The City has determined that several tax parcels, including the tax parcel identified above, were inadvertently omitted from the assessment roll for Fiscal Year 2015-16. Section 2.12(B) of City Ordinance No. 01-00 (the "Fire Assessment Ordinance") sets forth the procedure for the correction of errors and omissions, pursuant to which the City must provide mailed notice to the owners of affected tax parcels and conduct a public hearing for the benefit of such owners prior to approving the annual assessment for the omitted tax parcels.

As required by Section 2.12(B) of the Fire Assessment Ordinance, notice is hereby given that an annual assessment for fire rescue services may be levied on the tax parcel identified above. The purpose of this assessment is to fund a portion of the annual costs incurred by the City in providing fire rescue services and facilities. The assessment is imposed annually and will continue from year to year. The total annual fire rescue assessment revenue to be collected within the City of Avon Park is estimated to be approximately \$874,000 for Fiscal Year 2015-16. The annual fire rescue assessment is imposed on a per dwelling unit basis for residential property (including housing complexes, mobile homes and apartment buildings) and on a square footage basis for non-residential property. The fire assessment rate schedule is presented below:

Property Category	Assessment Unit	Assessment Rate for FY 2015-16 and beyond
Residential	Dwelling Unit	\$140.00 per dwelling unit
Commerical	Square Foot	\$0.093 per square foot
Industrial/Warehouse	Square Foot	\$0.014 per square foot
Government/Institutiona l	Square Foot	\$0.035 per square foot

The above-referenced parcel has the following units:

Property Class: Residential

Assessment Unit Type: Dwelling Units

Rate of Assessment: \$140.00 per dwelling unit

Number of Assessment Units Assigned to Parcel: _____

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

A public hearing will be held at 6:00 p.m. on December 14, 2015, in the City Council Chambers, 123 East Pine Street, Avon Park, Florida for the purpose of receiving comment on the proposed assessments from affected property owners. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City Manager's office at (863) 452-4400, at least three days prior to the date of the hearing.

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

If City Council determines to impose the fire assessment against the above-referenced parcel, the assessment for Fiscal Year 2015-16 will be direct billed to the property owned in accordance with Section 3.02 of the Fire Assessment Ordinance, and for each year thereafter (commencing in November, 2016), the fire assessment will be collected on the ad valorem property tax bill mailed by the Highlands County Tax Collector.). The amount certified for collection on the November, 2016 tax bill may include delinquent amounts, if any, from the direct billed fire assessment imposed for Fiscal Year 2015-16. Florida law requires the City to inform you that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

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

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

APPENDIX B
ADDITIONAL PARCELS

Parcel ID	Owner Name	Address	Alt Name	Dwelling Units	Assessment Rate	Total Assessment
A15332801004200000	NORTH CENTRAL HEIGHTS II LLC	650 BARBERRY LOOP	North Central Heights	32	\$ 140	\$ 4,480
A15332801005300000	NORTH CENTRAL HEIGHTS	600 BARBERRY LOOP	North Central Heights	40	\$ 140	\$ 5,600
A22332812000000010	HOUSING AUTH OF AVON PARK	501 ALTON ST	Delaney Heights	50	\$ 140	\$ 7,000
A23332801003900000	RIDGEDALE LLC	701 S FAIRVIEW TER	Ridgedale Apartments	36	\$ 140	\$ 5,040
A27332809000C00090	HOUSING AUTH OF AVON PARK	200 W SHORELINE DR	Lakeside Park	14	\$ 140	\$ 1,960
A27332809000D00010	HOUSING AUTH OF AVON PARK	221 W SHORELINE DR	Lakeside Park	8	\$ 140	\$ 1,120
A27332809000F00060	HOUSING AUTH OF AVON PARK	21 TULANE DR	Lakeside Park	10	\$ 140	\$ 1,400
A27332809300A00010	HOUSING AUTH OF AVON PARK	1302 S TULANE AVE	Lakeside Park	7	\$ 140	\$ 980
A27332813000100020	HOUSING AUTH OF AVON PARK	250 LAKESIDE AVE	Lakeside Park	48	\$ 140	\$ 6,720
A27332818000A00000	MARTIN M WOHL INC	38165 EZRA CIR	Cornell Colony	44	\$ 140	\$ 6,160
						\$ 40,460

Notwithstanding anything herein to the contrary, for any Additional Parcel for which certificates of occupancy have not been issued as of the effective date of this Resolution, the Fire Rescue Assessment imposed for Fiscal Year 2015-16 shall be due, payable, calculated and collected at the time and in the manner specified in Section 38-93 of the Fire Assessment Ordinance.

Agenda Item Summary

E-10

Subject: Replacement of Commercial Front End Loader

Item No. E-10

Placed on Agenda by: City Manager

Total Amount of Project: \$230,574.71

Staff Review: Yes

Attorney Review: Yes

Recommended Motion(s): **Approval of motions below**

1. Motion to approve the purchase of a new Mack Front End Loader from Waste Equip for \$230,574.71.
2. Motion to approve the budget adjustment described under Exhibit-C.

Background: With the continued growth through annexations, we need to replace one commercial front end loading truck. During the past two years, we have several new commercial accounts. In order to name a few, please consider the following new Commercial Customers: Royal Care, Econo Lodge, Lake Glenada RV Park, Brentwood, and Banyan Woods subdivision.

Staff is requesting approval to purchase a replacement front end loader by piggybacking the City's purchase from the City of Tallahassee, from Waste Equip and Parts, Inc for a cost of \$230,574.71, which includes a \$28,000 allowance to trade-in our 2006 Auto-Car commercial truck. The proposal from Waste Equip is outlined in Exhibit-A.

In Exhibit-C, staff is proposing budget adjustments to fund the purchase of the new truck in cash from the active fiscal year, without depleting any accumulated sanitation fund balance.

Attachments:

Exhibit-A	Proposal from Waste Equip
Exhibit-B	Piggyback information from Tallahassee
Exhibit-C	Needed budget adjustments



SALES QUOTE

SALES QUOTE #: SQ-01963

DATE: 11/17/2015

NET TERMS: NET 30 DAYS - INTEREST @1.5% PER MONTH

EXHIBIT-A

WEP OF TAMPA, LLC
 4902 SOUTH 16TH AVENUE, SUITE E
 TAMPA, FL 33619
 PHONE: (813) 241-1900
 FAX: (954) 532-7439

BILL TO: City of Avon Park
 2301 US 27 South

 Avon Park, FL 33825
 United States

SHIP TO: City of Avon Park
 2301 US 27 South
 Avon Park, FL 33825
 United States

Reference Number: City of Avon Park - 44yd E-Z Pack FEL
 DATE: 11/17/2015

DUE

SHIP VIA	MESSAGE
BEST WAY	

ITEM ID	ITEM NAME	QUANTITY	PRICE	EXTENDED PRICE
QX-CHASSIS	MACK MRU613	1	\$137627.55	\$137,627.55
QX-EZ-CFL-44	E-Z PACK HERCULES 44YD FRONT LOADER WITH ONE COLOR POWDER COAT AND FACTORY MOUNTING INCLUDED	1	\$94821.00	\$94,821.00
QX-EZ-CFL-B01	7 GA. 100,000 PSI YIELD BODY SIDES	1	\$468.00	\$468.00
QX-EZ-CFL-B02	HOPPER SUMP OVERLAY	1	\$282.00	\$282.00
QX-EZ-CFL-B06	SHARKS TEETH ON PACKING PANEL	1	\$437.00	\$437.00
QX-EZ-CFL-B09	TELESCOPING HOPPER ACCESS LADDER (NOT AVAILABLE WITH STREETSIDE SUMP CLEAN-OUT DOOR)	1	\$750.00	\$750.00
QX-EZ-CFL-B10	10" CABSHIELD EXTENSION	1	\$632.00	\$632.00
QX-EZ-CFL-B11	FRONT BODY SCREEN ENCLOSURE	1	\$444.00	\$444.00
QX-EZ-CFL-B17	MUD FLAPS FORWARD OF TANDEMS	1	\$228.00	\$228.00
QX-EZ-CFL-B18	20LB FIRE EXTINGUISHER WITH BRACKET ON BODY	1	\$354.00	\$354.00
QX-EZ-CFL-B20	REMOTE LUBE FITTINGS FOR PACKING PANEL	1	\$422.00	\$422.00
QX-EZ-CFL-B26	"CAUTION" DECAL ON TAILGATE	1	\$184.00	\$184.00
QX-EZ-CFL-L06	60" FORKS [REQUIRED ON ALL AUTOCAR ACX AND MACK MRU CHASSIS]	1	\$684.00	\$684.00
QX-EZ-CFL-L08	6" FORK BUMPER PAD EXTENSIONS [REQUIRED ON ALL AUTOCAR ACX AND MACK MRU CHASSIS]	1	\$255.00	\$255.00
QX-EZ-CFL-E01	HOPPER FLOOD LIGHT	1	\$158.00	\$158.00
QX-EZ-CFL-E02	DUAL AMBER LED STROBE LIGHTS (MID-HEIGHT ON TAILGATE) 6" OVAL	1	\$643.00	\$643.00
QX-EZ-CFL-E03	CONTAINER FLOOD LIGHT MOUNTED ON CAB SHIELD	1	\$158.00	\$158.00
QX-EZ-CFL-E05	TRAPEZOIDAL REVERSE LIGHTS MOUNTED ON BODY SIDES	1	\$198.00	\$198.00
QX-EZ-CFL-E06	DUAL CAB WORK LIGHTS	1	\$361.00	\$361.00
QX-EZ-CFL-H01	NON-WHITE POWDER COAT PAINT - P3319 EA ELITE-SS INTENSE RED (ALSO LISTED AS DUPONT SAFETY RED [N3007 EA])	1	\$716.00	\$716.00

Remit all payments to:
 WEP OF TAMPA, LLC
 4902 SOUTH 16TH AVENUE, SUITE E TAMPA, FL 33619
 PHONE: (813) 241-1900 FAX: (954) 532-7439
THANK YOU FOR YOUR BUSINESS

QX-EZ-CFL-R03	CART TIPPER AUXILIARY HYDRAULIC & ELECTRICAL SWITCH PLUMBED TO VALVE SECTION	1	\$2291.00	\$2,291.00
QX-WEP-SPECIAL	PAINT CAB RED	1	\$4000.00	\$4,000.00
QX-WEP-MM4000B	MINIMIZER 4000B SPRAY CONTROL FENDERS FOR ASL, CFL, REL	1	\$1919.00	\$1,919.00
QX-WEP-SPECIAL	BAYNE CARRY CAN WITH BTL-20812 CART TIPPER	1	\$5883.00	\$5,883.00
TRADE IN	TRADE IN OF 2006 AUTOCAR WX WITH E-Z PACK FRONT LOADER	1	\$-28000.00	\$-28,000.00
TALLAHASSEE PIGGYBACK	CONTRACT PIGGYBACK FEE	1	\$2259.16	\$2,259.16
SHIPPING	SHIPPING	1	\$2400.00	\$2,400.00
			SUBTOTAL	\$230,574.71
			Sales Tax	\$0.00
			TOTAL	\$230,574.71

Remit all payments to:
WEP OF TAMPA, LLC
4902 SOUTH 16TH AVENUE, SUITE E TAMPA, FL 33619
PHONE: (813) 241-1900 FAX: (954) 532-7439
THANK YOU FOR YOUR BUSINESS

City of Tallahassee, Florida

RFP Contract No. 2490

**Refuse Bodies, Refuse Vehicles
&
Refuse Equipment Partnership**



Awarded to:

Waste Equipment & Parts LLC

4902 South 16th Avenue, Suite E

Tampa, Florida 33619

(813) 241-1900 or (866) 228-2411



October 14, 2011

VENDOR: Dave Lance
Waste Equipment & Parts LLC
4902 S. 16th Avenue, Suite E
Tampa, FL 33619

Contract documents have now been executed by all parties and we are enclosing a copy for your files.

PROJECT: Refuse Bodies, Refuse Vehicles & Refuse Equipment Partnership
Contract No. 2490

If you have any questions, please contact Helen Jackson of our office at (850) 891-8130.

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • Talgov.com

JOHN R. MARKS, III
Mayor
ANITA F. THOMPSON
City Manager

ANDREW GILLEM
Commissioner
JAMES R. ENGLISH
City Attorney

NANCY MILLER
Commissioner
GARY HERNDON
City Treasurer-Clerk

MARK MUSTIAN
Commissioner
SAM M. McCALL
City Auditor

GIL D. ZIFFER
Commissioner

CONTRACT

No. 2490

THIS CONTRACT is executed this 14th day of October 2011 by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **WASTE EQUIPMENT & PARTS LLC**, hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the City issued RFP No. 0021-11-KR-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for certain refuse bodies and equipment including cab and chassis, and associated accessories; and,

WHEREAS, on March 1, 2011, the Contractor submitted a certain proposal ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of certain refuse bodies and equipment installed or mounted on either City-furnished or Contractor-furnished cabs and chassis, all as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 Purchase of Refuse Bodies or Refuse Vehicles.

1.1 Contractor shall provide such refuse bodies and associated equipment mounted or installed on City-furnished cab and chassis ("Refuse Bodies") or mounted or installed on Contractor-furnished cab and chassis ("Refuse Vehicles"), as the City may order from time to time. All Refuse Bodies and Refuse Vehicles shall be priced, designed, manufactured, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in this Contract. All Refuse Bodies and Refuse Vehicles shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations.

1.1.1 The Contractor and the City Fleet Management Division ("FMD") shall schedule the following meetings with respect to each order received from the City.

- (i) A pre-production meeting to completely review the specifications and the drawings prior to commencing assembly or production. This meeting shall include the cab and chassis manufacturer if appropriate. The Contractor shall be represented by qualified technicians/engineers to properly facilitate the design and construction requirements. This meeting is normally held at FMD facilities.
- (ii) A second meeting, if required by the City; will be held at FMD facilities or at such other location as the City may decide.
- (iii) A final review and inspection when each Refuse Body or Refuse Vehicle is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Refuse Body and each Refuse Vehicle, including all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at FMD facilities or at the facilities of the body manufacturer.

The Contractor shall coordinate arrangements for these meetings with all attendees at least three weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to particular Refuse Bodies or Refuse Vehicles. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made;
- (ii) Changes, if any, in the time for delivery of each completed vehicle; and,
- (iii) Changes in the price of each completed vehicle and associated accessories.

SECTION 2.0 PURCHASE OF PARTS.

- 2.1 The Contractor shall provide such parts for all Refuse Bodies and Refuse Vehicles as the City may order from time to time. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to the FMD facilities within 48 hours from placement of the order. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.1; provided, however, the Contractor, in such event, shall promptly provide Notice to the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on the date executed by the City unless earlier terminated in accordance with its terms. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Refuse Bodies and Refuse Vehicles.

4.1.1 During the Term, the City shall pay the Contractor for each Refuse Body and Refuse Vehicle ordered and accepted by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:

- (i) for the current model year, the initial prices as set forth in the Proposal; or
- (ii) for subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer, but the City reserves the right to purchase from any other manufacturer/dealer at its option if in the opinion of the City the manufacturer raised prices above industrial standards.

4.1.2 All prices shall be F.O.B. City of Tallahassee, FMD facilities (400 Dupree Street, Tallahassee, Florida). In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this

Contract shall be no greater than the lowest price offered by the Contractor to any governmental agency customer. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for each affected Refuse Body and Refuse Vehicle purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each Refuse Body or Refuse Vehicle through the date of such notice from the City.

4.2 Parts and Accessories. The Contractor shall sell to the City all parts and accessories, including OEM parts, at Contractor's cost plus 35% for the first \$25,000 annually and 25% thereafter. The City shall also pay applicable freight charges. The City will maintain a stock of parts and accessories at its FMD facilities to support repair and maintenance of the Vehicles. The Contractor agrees to furnish all parts and accessories ordered by the City under consignment. Not later than the tenth day of each month, FMD staff will submit a monthly report to the Contractor identifying the parts and accessories used during the preceding month, and the Contractor shall render an invoice for such parts and accessories to the City. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any other municipal customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and accessories purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or accessories through the date of such notice from the City. Upon expiration or earlier termination of the Contract, the City shall either pay for or return to the Contractor all such parts and accessories remaining in stock. The Contractor shall not charge a restocking fee or assess any other charge associated with the returned parts.

4.3 Payment.

4.3.1 Refuse Bodies and Refuse Vehicles prices shall be F.O.B. FMD facilities.

4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or

payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

- 5.1 The Contractor shall deliver, or shall cause the manufacturer to deliver, all Refuse Bodies and Refuse Vehicles in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the parties. The Contractor and the City agree that timely delivery of all each Refuse Body and Refuse Vehicle is of the essence of this Contract, that the City will suffer damages in the event of a failure to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of \$100 per day, or portion thereof, for each day of delay in delivery of each Refuse Body or Refuse Vehicle ordered by the City. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event that there is an adjustment to the delivery schedule the City will be notified in writing. The Contractor shall not be responsible for delays caused by late delivery of a City-furnished cab and chassis for mounting or installation of a Refuse Body.
- 5.2 The Contractor shall, or shall cause the manufacturer to, fully assemble, service, and adjust each Refuse Body and Refuse Vehicle prior to delivery and shall demonstrate, to the satisfaction of the City, that each delivered Refuse Body and Refuse Vehicle meets all applicable specifications and requirements, as set forth in this Contract and as agreed upon by the parties, and all representations of the manufacturer. The delivery schedules shall be agreed upon at the first pre-construction meeting, but is subject to change and the City will be notified as of why the adjustment is necessary. If the change is not agreeable to the City, it can cancel the order without penalty or liability of any kind to the Contractor. The inspection and acceptance of each City-furnished cab and chassis shall be performed at the manufacturer's facility under the direction and assistance of the Contractor. An inspection form approved by the City shall be completed by the Contractor at his facility to establish receipt date and condition of each City-furnished cab and chassis. Upon delivery to the Contractor or manufacturer's facility, the Contractor shall be responsible for, and shall bear all risk of loss and damage to, each City-furnished cab and chassis until the completed vehicle is delivered to the City at its specified location. The Contractor shall be responsible for, and shall bear all risk of loss and damage to each Refuse Body and Refuse Vehicle until delivery to the City at its specified location.
- 5.3 Delivery of a Refuse Body or Refuse Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Refuse Body and Refuse Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and

within seven (7) days following delivery, the City shall notify the Contractor, in writing or by verifiable email, of either its final acceptance of each Refuse body or Refuse Vehicle or of the failure of such Refuse Body or Refuse Vehicle to meet such specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the affected Refuse Body or Refuse Vehicle. If the Refuse Body mounted on a City-furnished cab and chassis, the Contractor shall pay to the City an amount equal to all costs incurred by the City relating to such cab and chassis. All adjustments associated with placing a unit in-service will continue to be the responsibility of the Contractor.

- 5.4 With each Refuse Body and Refuse Vehicle, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:
- (i) one (1) copy of the associated technical and service manuals, per model; DVE preferred; and
 - (ii) a copy of the manufacturer's preventive maintenance schedule; and,
 - (iii) the manufacturer's statement of origin, title application, and all warranty documents.
- 5.5 All Refuse Bodies and Refuse Vehicles delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its officials or employees, to the extent such claim, suit or proceeding is based on a claim that any refuse body and equipment or as completed vehicles mounted or installed on Contractor-furnished cabs and chassis and associated accessories, or any process involved in manufacture of the same, or any parts, or equipment, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

- 7.1 Within thirty (30) days following the commencement of the term of this Contract, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

- 7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- (iii) Products/Completed Operations

- (iv) Contractual
 - (v) Independent Contractors
 - (vi) Broad Form Property Damage
 - (vii) Personal Injury
- (b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
- (i) Owned/Leased Autos
 - (ii) Non-owned Autos
 - (iii) Hired Autos
- (c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 **Other Insurance Provisions**

- (a) *Commercial General Liability and Automobile Liability Coverage*
- (i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - (ii). The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its

City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. **Acceptability of Insurers**

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

7.1.5. **Verification of Coverage**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

SECTION 8.0 TERMINATION.

- 8.1 In addition to other such rights set forth in this Agreement, the City or the Contractor can terminate this Contract if the other party fails to comply with any of the terms or conditions of this Contract or defaults in performance of any of its obligations under this Contract and fails, within thirty (30) calendar days after written notice from the non-defaulting party, to correct such default or noncompliance.
- 8.2 Provided there are no pending orders for Refuse Bodies or Refuse Vehicles that have not been either accepted or rejected by the City, the City or the Contractor may, by written notice to the other party, terminate this Contract. In the event of such termination, the City shall pay the Contractor for all Refuse Bodies and Refuse Vehicles accepted by the City as of the effective date of the termination.

SECTION 9.0 WARRANTY AND MAINTENANCE.

- 9.1 The Contractor hereby warrants all Refuse Bodies and Refuse Vehicles as set forth in its Proposal and the individual warranty documents delivered with each Refuse Body and Refuse Vehicle. The Contractor will respond for all warranty repairs within 24 hours following notice from the City for all repairs and will work with the chassis dealer for assistance as required.
- 9.2 Through the manufacturer, the Contractor will make available to the City the option to purchase an extended warranty for each Refuse Body and Refuse Vehicle at the Contractor's cost of such warranty from the manufacturer. This extended warranty will begin at the conclusion of any initial warranty or maintenance agreement. Contractor shall secure a commitment letter from the appropriate manufacturer stating that the cost to the Contractor of such extended

warranties shall not exceed the lowest cost for such warranties charged to any other dealer or customer by the manufacturer.

- 9.3 The Contractor shall provide training as provided in the Proposal. Although the City will have the capability and expertise to repair each Refuse Body and Refuse Vehicle under warranty, the City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully-loaded costs for personnel performing such work and all required parts and materials. At the request of the Contractor, the City will provide documentation of such costs.
- 9.4 The Contractor, at the option of the City, will place at least one equipment technician, provided by the Contractor, at the FMD facilities. The technician will be approved by the City's Superintendent, Fleet Management ("Superintendent"). This technician shall facilitate and expedite both warranty-related work and general repairs, as directed by the Superintendent. The Contractor shall process all required documentation in conjunction with warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-Warranty repairs performed by the Contractor's technician at the City's direction will be billed to the City at the Contractor's actual cost plus 20%; provided, however, that at no time shall that total cost exceed \$57.00 per hour. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week, the City shall provide non-warranty assignments to the technician; however, warranty non-warranty assignments together shall not exceed 40 hours in any week. Payment by the City will not include vacation time, holidays, sickness or training to keep skills updated.

SECTION 10.0 MISCELLANEOUS PROVISIONS.

- 10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms,

conditions, or acts; but the same shall be and remain at all times in full force and effect.

- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows: (Email notification is OK)

Waste Equipment & Parts LLC
4902 South 16th. Avenue, Suite E
Tampa, Florida 33619
(Attn: David B. Lance, President)

and to the City as follows:

City of Tallahassee
Fleet Management Division
400 Dupree Street
Tallahassee, Florida 32304
Attn: Fleet Superintendent

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.
- 10.7 As required by Section 287.133, (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".
- 10.10 The Contractor, if requested by the City no less than six (6) months prior to such date, shall repurchase any Refuse Body, including the City-furnished cab and chassis, or Refuse Vehicle sold to the City under this Agreement at the end of 24th, 30th, or 36th month after acceptance by the City, provided that such Refuse Body or Refuse Vehicle is in good mechanical condition. The repurchase price shall be equal to 70% of the original cost to the City at 24 months, 65% of such cost at 30 months, and 60% of such cost at 36 months, unless the Parties mutually agree on a higher price. The actual date of transfer of ownership will depend upon the delivery of new vehicles to take the place of the vehicles being repurchased by the Contractor; however, the repurchases price will not be subject to change regardless of the actual transfer date. For purposes of this section, the term "good mechanical condition" shall mean that the subject vehicles have at least 50% tread on the tires and 50% surface area on the brake pads, and that there are no mechanical problems or body damage that would cost more than \$1,000 to repair. The Contractor's obligation to repurchase Refuse Bodies and Refuse Vehicles shall not be contingent on the City's purchasing a replacement Refuse Body or Refuse Vehicle from the Contractor.
- 10.11 The Contractor shall make Refuse Bodies and Refuse Vehicles available to other governmental entities on the same terms and conditions as set forth in this Contract; provided, however, that such terms and conditions shall not include either Section 4.2, Section 9.4, or Section 10.10. Should any such entity purchase a Refuse Body or Refuse Vehicle on such basis, the Contractor shall

report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide a credit to the City in the amount of 1.0% of the purchase price of such Refuse Body or Refuse Vehicle. If such credit is not used within 6 months after being credited to the City, the City shall have the option of receiving payment from the Contractor, as opposed to a credit, in the same amount. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.

10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties. Should any provision of this Agreement directly conflict with a provision of the RFP or the Proposal, the provision of this Agreement shall control.

10.14 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

[Remainder of page intentionally left blank]

Attest:

By: James O. Cooke, IV
James O. Cooke, IV
Interim City Treasurer-Clerk

Approved as to form:

By: R. Hurley for
City Attorney

CITY OF TALLAHASSEE

By: Cathy Davis
Cathy Davis
Manager for Procurement Services

WASTE EQUIPMENT & PARTS, LLC

[Signature]
Witness as to the Contractor

By: David B. Lance
David B. Lance, President
(Type or print name and title of signatory)

[Signature]
Witness as to the Contractor

APPROVED BY CITY COMMISSION
May 25, 2011

NOTICE OF PROPERTY ACQUISITION PUBLIC HEARING
AT THE CITY OF AVON PARK, FLORIDA

E-11

The City of Avon Park, Florida, hereby notifies the public that it has a contract for acquisition of approximately 45 acres of land from Scarborough Investments, Inc., with the conclusion of the sale dependent upon approval(s) by the City based on due diligence review. The purchase price is \$1,125,000.00, and the purchase is necessary for the disposal of the City's wastewater effluent to be in compliance with the Florida Department of Environmental Protection mandates and rules. The property is located within Highlands County as shown below. This notice is being made in accordance with the City's purchasing policies.

The City Council will consider this purchase price and the appraisal during a public hearing held at a meeting set for **December 14th, 2015, 6:00 PM**, at the City Council Chambers, 123 E. Pine Street, Avon Park. Interested persons can appear and be heard on this matter at the Council Meeting by attending the meeting and signing the request form. Copies of background materials may be reviewed or obtained at the office of the City Clerk, M-F, 8:30 to 5:00 PM at 110 East Main Street, Avon Park, FL 33825.

If a person decides to appeal any decision made by the Board with respect to any matter discussed at any meeting or hearing, he will need a record of the proceedings for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is based, per Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting should contact the City Clerk with the request at (863) 425-1125.



APPRAISAL REPORT

A Summary Appraisal Report

Property Type:

45 acres of Citrus Grove

Commonly Known As:

3420 Davis Citrus Rd (NE corner of)
Avon Park, FL 33825

Prepared For:

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

Effective Date of Appraisal:

November 23, 2015

Prepared By:

Robert M. Alexander
State Certified General Appraiser
License No.: RZ 1500

PRITCHETT REAL ESTATE GROUP, INC.

**2904 ½ US HWY 27 SOUTH
SEBRING, FLORIDA 33870
FILE NO.: S-184**

THE USE OF THIS APPRAISAL BY ANYONE OTHER THAN THE CITY OF AVON PARK AND FOR ANY OTHER USE AS DESCRIBED WITHIN THIS REPORT IS STRICTLY PROHIBITED AS PER USPAP STANDARD RULES 1-2(A) AND 1-2(B). BY ACCEPTANCE OF THIS REPORT, THE CITY OF AVON PARK AGREES THAT THIS APPRAISAL WILL ONLY BE USED BY THE INTENDED USER AND FOR THE DISCLOSED INTENDED USES.

Use of this report constitutes acceptance of the General Assumptions and Limiting Conditions listed within the addenda of this report and the additional following assumptions as listed below:

- 1.) I assume the information obtained from the appropriate regulatory office concerning the zoning of the subject property is correct. This appraisal is dependent upon written verification of said zoning classification. Our appraised value is contingent to the subject property complying with all regulations.
- 2.) No determination is made for soil condition. The value outlined within this report assumes that the subject is a normal buildable site and no corrective measures are necessary. A Geotechnical Exploration by a qualified engineer is required to determine the suitability of the subject site for structures.
- 3.) The value estimated in this report assumes the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.
- 4.) I assume all mechanical items (i.e.: appliances, air conditioner, heat units, electrical service, plumbing, and fixtures) are working.
- 5.) The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. This has no effect on vacant land.

This Letter of Transmittal is part of the full narrative appraisal report that follows, setting forth the most pertinent data and reasoning used to conclude the final value.

I appreciate the opportunity of being of service to you.

Respectfully Submitted,

PRITCHETT REAL ESTATE GROUP, INC.



Digitally signed by Robert M. Alexander
DN: cn=Robert M. Alexander, o=Pritchett
Real Estate Group, Inc., ou
and email=rmalex@pritchettgroup.com,
c=US
Date: 2015.11.03 11:22:57 -0500

Robert M. Alexander
State Certified General Appraiser
License No.: RZ 1500

CERTIFICATE OF APPRAISAL:

WE HEREBY CERTIFY THAT UPON APPLICATION FOR VALUATION BY:

City of Avon Park

I have personally examined the subject property, commonly known as:

3420 Davis Citrus Rd (NE corner of)

Based on market analysis, inspection and research, it is my opinion that the *Market Value of the Fee Simple Interest* of the subject property, subject to definitions, assumptions and limiting conditions, as of November 23, 2015 is:

\$422,000

FOUR HUNDRED TWENTY TWO THOUSAND DOLLARS

Fruit on trees is not included in value estimate

No value is given to any of the business or trade fixtures or equipment not permanently attached.

THE USE OF THIS APPRAISAL BY ANYONE OTHER THAN THE CITY OF AVON PARK AND FOR ANY OTHER USE AS DESCRIBED WITHIN THIS REPORT IS STRICTLY PROHIBITED AS PER USPAP STANDARD RULES 1-2(A) AND 1-2(B). BY ACCEPTANCE OF THIS REPORT, THE CITY OF AVON PARK AGREES THAT THIS APPRAISAL WILL ONLY BE USED BY THE INTENDED USER AND FOR THE DISCLOSED INTENDED USES.

I ADDITIONALLY CERTIFY that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported Assumptions and Limiting Conditions, and are our personal, unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with: the requirements of the State of Florida for state certified appraisers; the requirements of the Uniform Standards of Professional Appraisal Practices; and the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute of Real Estate Appraisers.
- The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisers Subcommittee of the Florida Real Estate Commission and to the requirements of the American Institute of Real Estate Appraisers relating to review by its duly authorized representatives.
- The qualifications attached briefly describe my educational background and experience. I believe that this background is sufficient to complete this appraisal assignment; therefore, no additional steps were taken to comply with the Competency provision of the USPAP.
- On November 23, 2015 I made a personal inspection of the subject property.
- Professional assistance to the person(s) signing this report was provided by Howard Chad Pritchett State Certified General Appraiser RZ3472 in the form of current citrus prices and caretaking costs.

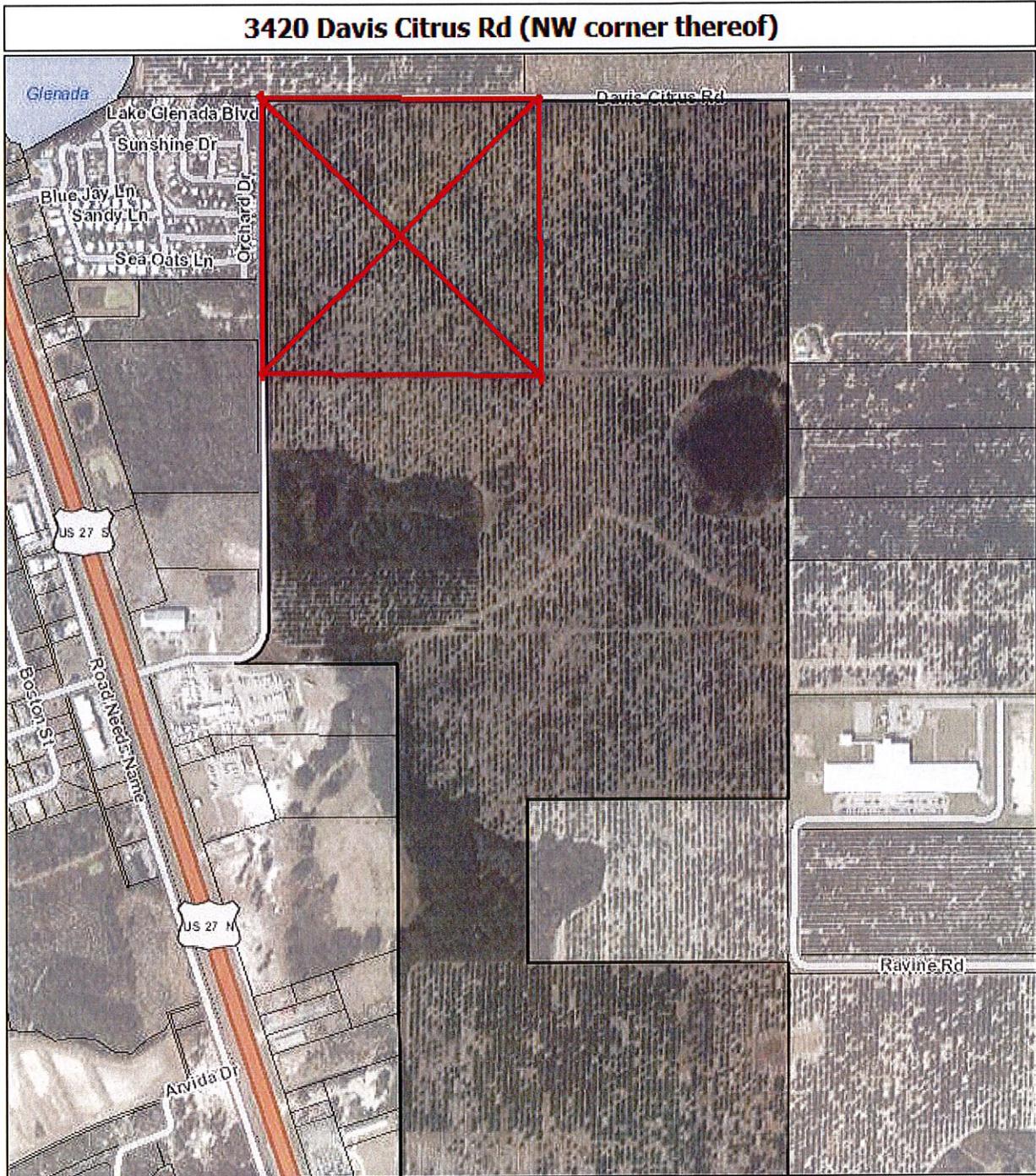
PRITCHETT REAL ESTATE GROUP, INC.



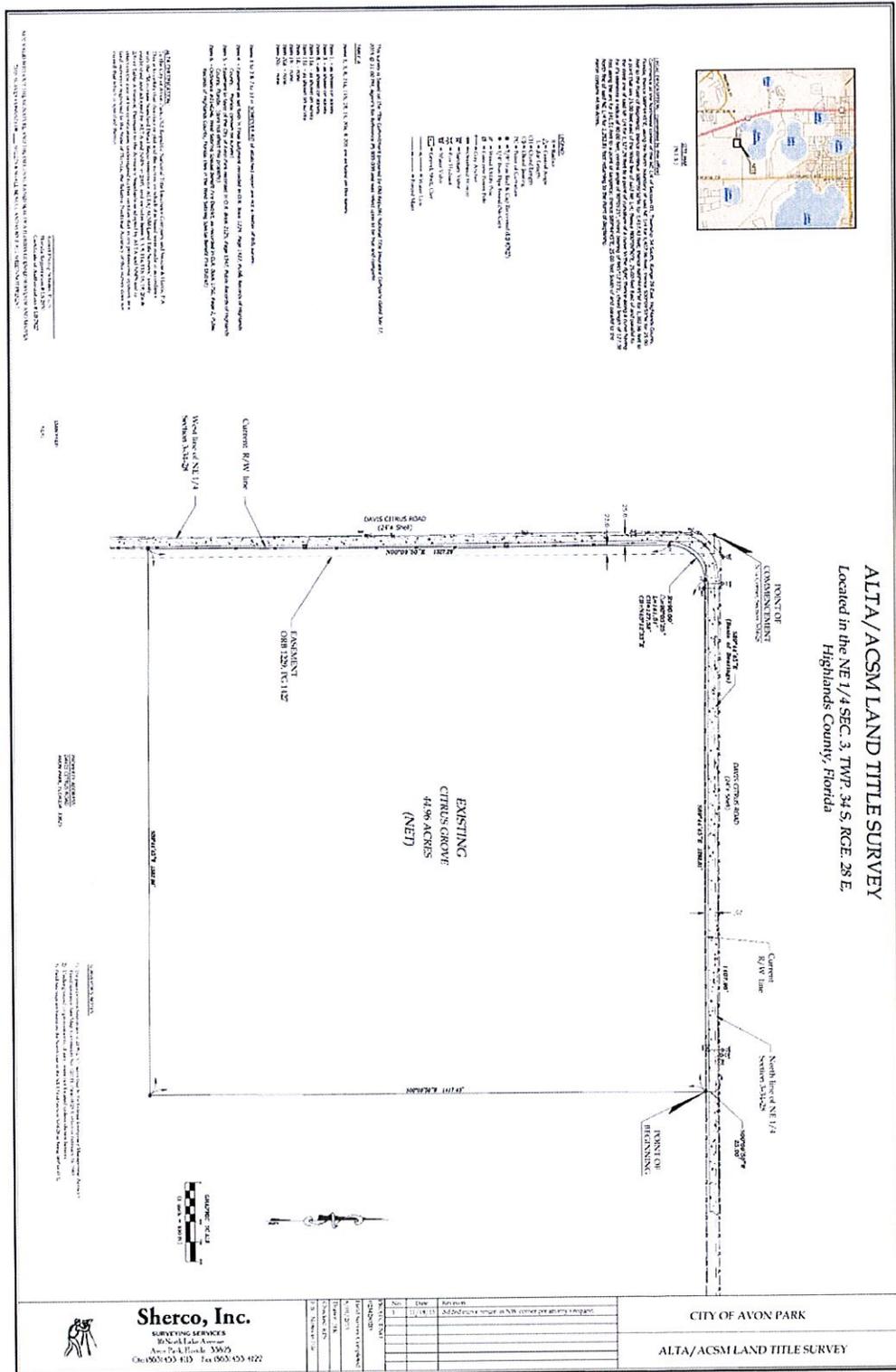
Digitally signed by Robert M. Alexander
DN: cn=Robert M. Alexander, o=Pritchett Real
Estate Group, Inc., ou,
email=robert.alexander@pritchettgroup.com, c=US
Date: 2015.11.23 17:33:14 -0500

Robert M. Alexander
State Certified General Appraiser
License No.: RZ 1500

SITE MAP



SURVEY



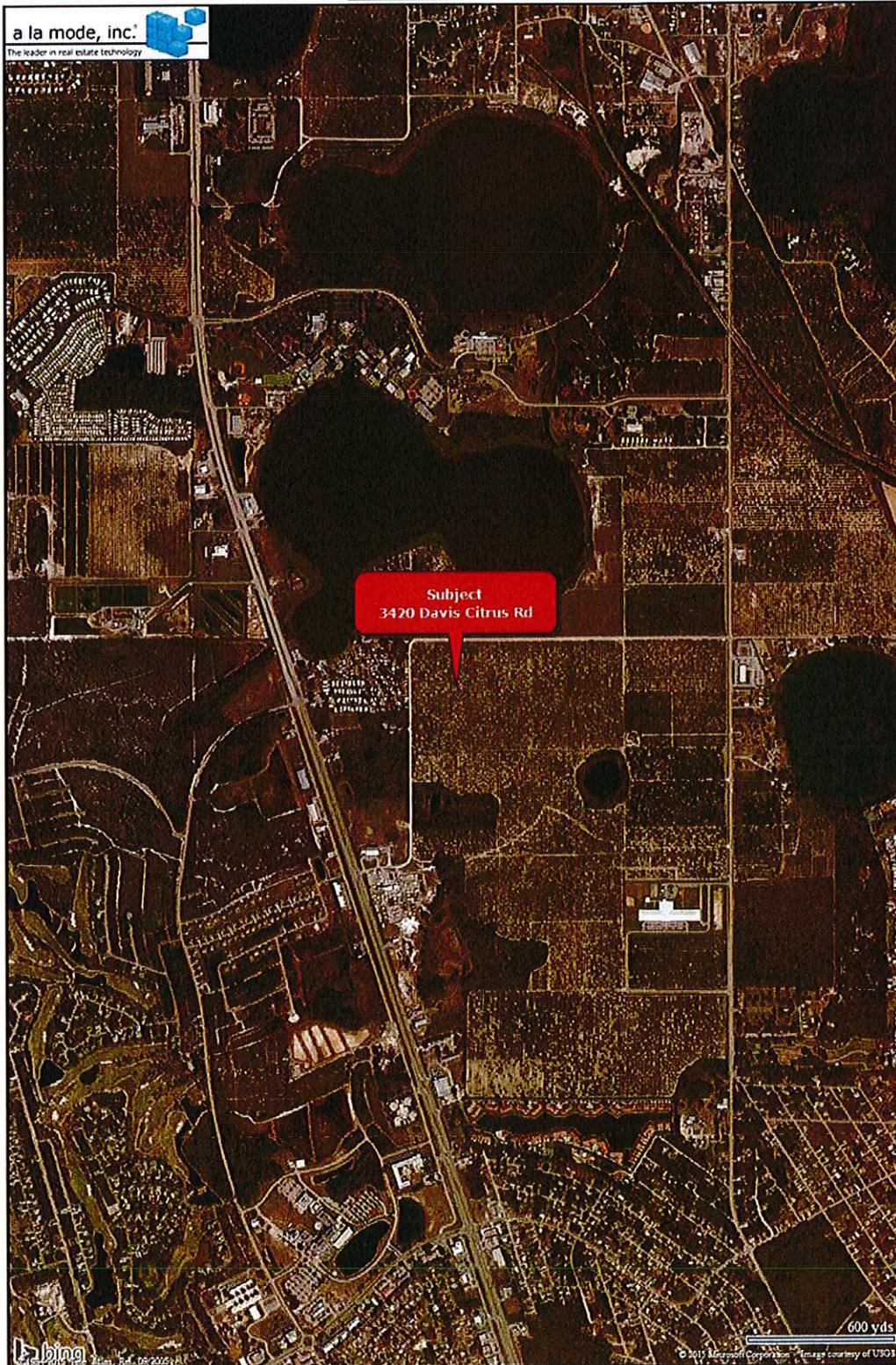
LEGAL DESCRIPTION:

The following legal descriptions were obtained from the survey presented on the previous page.

LEGAL DESCRIPTION: (generated by this office)

Commence at the Northwest corner of the NE 1/4 of Section 03, Township 34 South, Range 28 East, Highlands County, Florida; thence S89°44'45"E, along the North boundary of said NE 1/4 for 1,407.96 feet; thence S00°09'50"W for 25.00 feet to the Point of Beginning; thence continue S00°09'50"W for 1,417.43 feet; thence N89°44'45"W for 1,382.96 feet to a point that lies 25.00 feet east of the West line of said NE 1/4; thence N00°09'50"E, 25.00 feet East of and parallel to the West line of said NE 1/4 for 1,327.29 feet to a point of curvature of a curve to the right; thence along a curve having for it's elements a radius of 90.00 feet, central angle of 90°05'25", chord bearing of N45°12'33"E, chord length of 127.38 feet along the arc for 141.51 feet to a point of tangency; thence S89°44'45"E, 25.00 feet South of and parallel to the North line of said NE 1/4 for 1,292.81 feet returning to the Point of Beginning.
Parcel contains 44.96 Acres.

LOCATION MAP



FLOOD MAP



Note, the entire grove is planted on uplands

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS:

Property Type:	45 acres of Citrus Grove
Location:	South side of Avon Park, unincorporated area
Site:	Low to medium population residential density with minimum lot area.
Varieties:	Hamlin
Zoning:	Zoned EU-PD grandfathered for citrus. Can remain citrus as long as desired, but if use changed it must be to residential.
Existing Improvements:	Microjet blue head irrigation ¾" poly, water source is off site.
Effective Date of Appraisal and Date of Inspection:	11/23/2015
Final Value Conclusion:	\$422,000
Conditions:	This appraisal is subject to the General Assumptions and Limiting Conditions listed in the transmittal letter and within the addenda of this report. Your attention is directed to these conditions.
Marketing Time:	Estimated to be 12 months.
Exposure Time:	Estimated to be 12 months.
Statement of prior service:	I have not provided any type of service on this property within the past three years.

OWNER OF RECORD:

Scarborough Investments Inc
52 CR 29
Lake Placid, FL 33852

CLIENT:

This appraisal is for the exclusive use of the client named in the transmittal letter of the appraisal report. Its use by others is strictly prohibited without the written consent by the appraiser. This appraisal is subject to the Assumptions and Limiting Conditions as outlined in the transmittal letter and listed in the addenda of this report. Your attention is directed to these conditions.

PURPOSE OF APPRAISAL:

The purpose of this appraisal is to estimate the Market Value of the Fee Simple Interest of the real property and existing improvements located or known as 45 acres in the Northwest part of parcel C-03-34-28-A00-0060-0000 more completely described herein. Fee Simple Interest is regarded as an estate without limitations or restrictions. The Dictionary of Real Estate Appraisals, published by the American Institute of Real Estate Appraisers, 430 North Michigan Avenue, Chicago, Illinois, defines Fee Simple Estate:

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power and taxation."

EFFECTIVE DATE OF VALUE ESTIMATE:

The effective date of appraisal is November 23, 2015.

DEFINITION OF MARKET VALUE:

Market value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined. A current economic definition agreed upon by federal financial institutions in the United States of America is:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

"The estimated market value of the subject is expressed in terms of cash. ¹

SCOPE OF APPRAISAL:

The Scope of Appraisal is the extent of the process of collecting, confirming, and reporting data in the appraisal of the subject property. The scope of work performed in this appraisal assignment includes the preliminary analysis of the appraisal problem; inspection of the property being appraised; consideration of the highest and best use of the land and property as improved; collection, verification, and analysis of data that would lead to completion of the three approaches to value as of the effective date of the appraisal; reconciliation of the value indicators from these approaches; arriving at a final conclusion as to the value of the property; and the preparation of a report that will present the significant data gathered in the investigation for this assignment, plus the analytical and conclusion procedures followed.

In developing the Estimate of Value, consideration has been given to the property's zoning and surrounding improvements. This narrative report describes the property, its neighborhood environment, the method of approach to the valuation problem, and contains data gathered and verified in the investigation for this appraisal assignment.

In the performance of this appraisal, sales of comparable property throughout the general area were researched. This research encompassed an analysis of recently recorded transactions in the Highlands County Courthouse, also conversations with area brokers and appraisers. These sales were verified and analyzed to decide their true comparability with the subject property. The sales discussed were selected as most comparable and were used in this analysis. Finally, the value conclusions by the Direct Sales Comparison Approach; Cost Approach; and the Income Capitalization Approach were reconciled and a final value estimate given.

The appraiser(s) made a field inspection of the subject property, reviewed published maps (plats, aerials, soil maps, flood plain maps, etc.), and reviewed and analyzed public records information (property appraiser files, compilation of warranty deeds, etc.) Comparable sales have been confirmed and inspected (except in limited occasions, as noted), and an adequate and sufficient search made for information used in applying the applicable approaches to value. Further detail and explanation is in the body of the report.

The appraiser(s) are not qualified soils, building, or environmental engineers, or architects, and accept no responsibility for those matters. Anything of significance that was noted or found during the assignment is mentioned in the report.

¹Definition from UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE, as promulgated by the Appraisal Standards Board of The Appraisal Foundation, pages 7-8 and CHAPTER 12, CODE OF FEDERAL REGULATION, PART 34.42 (F).

TAX ASSESSMENT DATA:

Owner(s) of Record:	Scarborough Investments Inc.
Tax I.D. Number:	A 45 acre portion of C-03-34-28-A00-0060-0000 which consists of 268.83 acres
Assessed Value (2015):	\$984,876 for the whole parcel, \$153,445 estimated for 45 acre subject
Taxes (2015): TOTAL:	\$15,365,32 for the whole parcel, \$2,394 estimated for 45 acre subject

SALES HISTORY OF SUBJECT:

According to the Highlands County Property Appraiser's Office, there have been no prior QUALIFIED transactions during the past three years. There is no current listing history. The prior sale was a foreclosure sale at \$3,300,000 per OR 2382-22 in May, 2013 which was a Warranty Deed from Florida Federal Land Bank to Scarborough Investments. It considered property contained on at least three other property record cards.

CONTRACT PRICE:

Subject is under contract for purchase for \$1,125,000 or \$25,000 per acre. The copy submitted to me is signed by the City, but not by the seller. The city signed date is 7/24/2015.

BORROWER:

None, appraisal is not for mortgage loan purposes.

SIZE AND SHAPE:

According to the attached survey, the subject consists of an approximately square parcel of land totaling 45 acres more or less. There is frontage on Davis Citrus Road, see site map.

ZONING:

According to Highlands County planning and zoning, the subject parcel is zoned EU-PD low to medium population residential density with minimum lot area. The regulations are enforced by Highlands County. According to the Zoning Department, a written request with survey showing all improvements would be required to determine if the subject complies with zoning setback regulations. This designation is consistent with future land use medium residential

The appraiser(s) assume the information obtained from the appropriate regulatory office concerning the zoning of the subject is correct. This appraisal is dependent upon written verification of said zoning classification. The appraised value is subject to the subject property complying with all regulations.

The zoning use and designation is known as a legal non-conforming use. Basically, the use of citrus grove is completely legal with no additional restrictions to its maintenance or harvesting. Trees can be replaced and items needed to maintain the grove including but not limited to service buildings, access roads, and water systems can be replaced or installed as necessary.

It should be further noted that the city, upon acquisition, intends to use the property for public use, and would likely require a zoning change within the jurisdiction of Avon Park instead of Highlands County.

Section 12.05.201. - EU Estate District. Modified

A. Intent. The EU estate district is intended to be single-family residential area, ranging from low to medium population density with minimum lot area.

B. Permitted principal uses and structures in this district are:

1. One-family dwelling. Single-family dwelling or a modular home not including a mobile home.
2. Community residential homes licensed by the Florida Department of Health and Rehabilitative Services having six or fewer residents which otherwise meet the definition of a "community residential home" as that term is defined in F.S. Ch. 419, provided that such community homes shall not be located within a radius of 1,000 feet of another existing community residential home with six or fewer residents. (See Definition# 55B)
3. Home occupations, as allowed pursuant to section 12.08.109 such as any occupation or profession carried on by a member of the family residing on the premises. There shall be no exterior advertising of such home occupation, other than a nameplate, not exceeding one square foot in area, or any display that will indicate from the exterior that the building is used for any purpose other than that of a dwelling and there shall not be kept thereon any stock in trade and provided that such home occupation is incidental to the main use of the building as a dwelling.
4. Recreation buildings and facilities, playgrounds, play fields, parks and beaches, owned and operated by federal, state, county or municipal governments.
5. Existing cemetery, crematory or mausoleum.

ZONING (cont):

6. Existing railroad right-of-way, not including switching, freight or storage tracts, yards, buildings or maintenance structures.
 7. Publicly owned or operated library, art gallery or museum.
 8. Wastewater treatment and water treatment facilities serving a single development when the water treatment facility is not included in the definition of a potable water facility.
 9. Schools, public and private (see in definitions # 263).
- C. Permitted accessory uses and structures in this district shall be uses accessory to any of the permitted uses when located on the same lot, and not involving conduct of any business, trade, occupation or profession, except a home occupation as allowed in section 12.08.109
- D. Special exceptions. Permissible in this district by the BOA after public hearing and subject to the appropriate conditions and safeguards are:
1. Public utility buildings.
 2. Educational, recreational and social centers not operated for profit and intended to serve the surrounding neighborhood.
 3. Churches.
 4. Private schools offering curricula substantially equivalent to public schools of comparable grades and meeting requirements of the state department of education.
 5. Golf course, not including miniature golf course or practice driving tee, providing lot comprises at least 100 acres of land in one parcel and any accessory parking area, building or structure is located not less than 100 feet from any residentially zoned property which is not a part of the plat.
 6. Open parking lots accessory only to the permitted uses either as a first permitted use or by special exception in the district in which the special exception is being sought.
 7. Guesthouse, providing that for any grant of special exception for such purpose, the owner shall sign an agreement that such guesthouse will not be used for rental purposes and providing such guesthouse shall have a minimum floor area of 600 square feet.
 8. The keeping or pasturing of hooved animals, fowl, or livestock, subject to the appropriate conditions and safeguards pertaining to setbacks from property lines and dwellings under separate ownership, number and type of hooved animals, fowl, or livestock, to be kept which shall be set at the public hearing. Such setbacks for structures shall be not less than otherwise allowed in that district without a zoning variance.
 9. Wastewater and water treatment facilities serving more than one development when the water treatment facility is not included in the definition of a potable water facility.
- E. Minimum lot requirements.
1. When located in an area mapped for low density residential use on the comprehensive plan future land use map, the minimum lot requirements in the EU district shall be 20,000 square feet minimum lot area and 100 feet minimum lot frontage; or

ZONING (cont):

2. When located in an area mapped for general agriculture use on the comprehensive plan future land use map, the minimum lot requirements in the EU district shall be five acres or greater minimum lot area and 100 feet minimum lot frontage for all parcels except those described in paragraph 3. of this subsection; or
 3. Parcels that are one acre or greater, have 100 feet of frontage, and are created pursuant to the family homestead provisions of the Florida Statutes and zoning regulations must meet the requirements of section 12.05.200(N) of this Code.
- F. Maximum lot coverage. Maximum lot coverage by all buildings in this district shall be 35 percent.
- G. Minimum yard requirements. The depth of front and rear yards, width of side yards for a residence in this district shall be:
1. Front: 35 feet, minimum.
 2. Side: Ten feet, minimum.
 3. Rear: 25 feet, minimum.
 4. Corner: 15 feet, side street, minimum.
- H. Maximum height of structures. Maximum height of structures shall be as follows:
1. Residence. No dwelling shall exceed 35 feet in height, except as provided in section 12.05.302. See definition of height of buildings in section 12.02.104
 2. Permitted non-residence. Same, except that with approval of BOA, maximum height may be 50 feet if BOA shall find such action will not injure surrounding property and accords with spirit and purpose of this chapter. Exceptions as provided in section 12.05.302 may apply. See definition of height of buildings in section 12.02.104
- I. Permitted nonresidential structures or uses in this district shall be subject to the following yard requirements:
1. Front: 35 feet (except accessory buildings, structures or uses).
 2. Side: 20 feet, with increase in minimum of one foot for each two feet of height of structure in excess of 20 feet (except accessory buildings, structures or uses).
 3. Rear: 25 feet (except accessory buildings, structures or uses).
 4. Corner: 25 feet.
- J. Minimum floor areas in this district shall be 1,000 square feet; ground floor area 750 square feet excluding carports, porches, patios, storage and utility.
- K. Limitations on signs shall apply in this district as follows: No signs intended to be read from off the premises, except:
1. One non-illuminated wall or ground sign not over six square feet in area, advertising sale or rental of property upon which the sign is located.
 2. One non-illuminated wall or ground sign not over two square feet in area to prohibit trespassing, for safety or caution.
 3. On a lot containing permitted, nonresidential use other than an accessory use, one identification wall sign not over 12 square feet in area and one bulletin sign not over 32 square feet in area on each side street.

ZONING (cont):

4. Two soft lighted illuminated subdivision identification signs and two non-illuminated project signs on a subdivision under development to advertise the sale of lots or new houses, each having an area not over 128 square feet, provided such subdivision has an area of at least three acres.
 5. No animated, roof or projecting type signs permitted. Overall height of any ground sign not to exceed four feet above the ground, except that bulletin sign or subdivision sign may extend a maximum height of 12 feet above the ground.
 6. One temporary construction project ground sign, not to exceed 32 square feet of area, on each street side on which lot abuts, such sign not to be closer than 15 feet to any property line, not to be erected more than 60 days prior to beginning actual construction and to be removed upon completion of construction. If construction is not begun within 60 days after sign is erected or if construction shall not be continuously and actively prosecuted to completion, sign shall be removed.
 7. Neon-type signs prohibited.
 8. Strip lighting prohibited.
- L. Limitations on uses. The following limitations on uses apply in this district:
1. Wastewater treatment facilities or structures or water treatment facilities or structures shall conform to the standards contained in section 12.08.131
 2. All potable water facilities that have an annual average withdrawal from any source or combined sources greater than or equal to 100,000 gpd, shall be located within the public water supply zoning district and the public water supply comprehensive plan future land use map designation and shall obtain a special use permit satisfying the standards contained in section 12.05.281, PW public water supply district, and sections 12.03.107 and 12.03.411 Special use permit approved by the BCC.
- (Ord. No. 05-06-05; Ord. No. 05-06-30, §§ 13—15; Ord. No. 06-07-37, § 6; Ord. No. 07-08-32, §§ 7, 8; Ord. No. 09-10-03, § 2; Ord. No. 13-14-02, §§ 7, 8)
Sections 12.05.202—12.05.209. - Reserved.

CONCURRENCY AND COMPREHENSIVE PLAN:

The 1985 amendments to FLORIDA STATUTES Chapter 163, Part II "County and Municipal Planning and Land Development Regulation" require local governments to adopt comprehensive land use plans that must include state mandated levels of service for seven types of public services and facilities: roads, mass transit, sanitary sewer, storm water, potable water, solid waste, and parks and recreation. This chapter prohibits local governments from issuing development permits if the development's impact would cause levels of service to fall below the adopted levels. The comprehensive plan is an extremely complicated issue that can severely restrict the use of land. Due to the difficulty in determining if the property meets the comprehensive plan, this appraisal assumes the subject property meets the requirements of the concurrency standards.

SOIL TYPE:

Soil type consists Astatula sand

Type 9 - Astatula sand - This nearly level to moderately sloping, excessively drained soil is in the ridge part of the county. This soil is the dominant soil on the ridge. The mapped areas are irregular in shape and range from 50 to more than 2,500 acres. The slopes are smooth to convex.

Typically, the surface layer dark grayish brown sand about 7 inches thick, /the underlying material to a depth of 80 inches is brownish yellowish sand.

Included with this soil in mapping are small areas of Orsino, Paola, St. Lucie, and Tavares soils. In some areas is a soil that is very similar to Astatula soil, but it has thin loamy sand bands or lamellae generally at a depth of more than 70 inches. In most areas, the included soils make up to 10 to 30 percent of the map unit.

The available water capacity of this Astatula soil is very low. The permeability is very rapid. Depth to the water table is more than 80 inches.

Most of the acreage of this soil is in citrus crops. The natural vegetation consists of sand pine, longleaf pine, turkey oak, live oak, and hickory. The understory is scattered saw palmetto, sabal palmetto, bluestem, paspalum, cactus, and pineland threeawn.

This Astatula soil has very severe limitations for most cultivated crops. Intensive management is required if the soil is cultivated. Droughtiness and rapid leaching of plant nutrients reduce the variety and potential yields of adapted crops. An irrigation system is needed during dry periods.

Citrus trees are well suited to this soil. Where a high level of management and a properly designed irrigation system are used, groves can produce yields of 500 boxes per acre.

The potential of this soil for production of improved pasture grasses is moderate: however, grazing should be controlled to permit plants to recover and to maintain vigor. Bahiagrass and pangolagrass are best adapted to this soil.

The potential of this soil for production of pine trees is moderate. Equipment use limitations and seedling mortality are the main management problems. Sand pine is the preferred tree for planting.

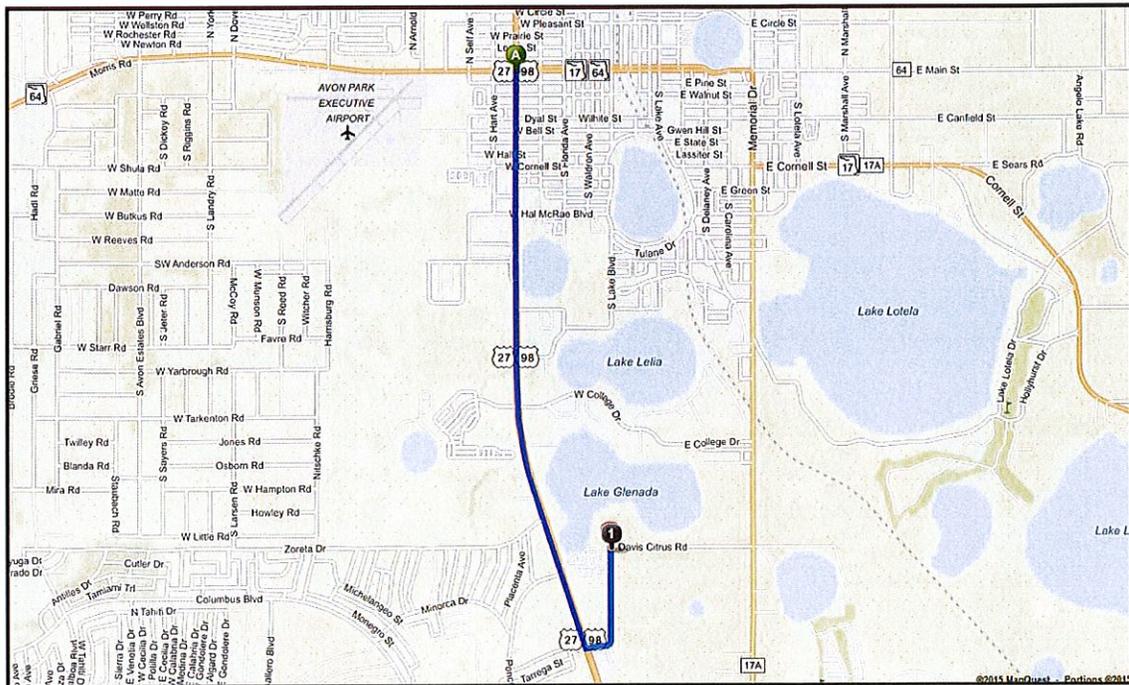
The potential of this soil for production of desirable range plants is low. The plant community consists of a dense woody understory, which is seldom grazed by livestock. Under excellent conditions, the forage consists of creeping bluestem, indiangrass, and various other bluestems. As the range deteriorates, low panicum and pineland threeawn dominate. This soil is in the Longleaf Pine-Turkey Oak Hills range site.

SOIL TYPE (cont):

This Astatula soil has slight limitations for most urban uses. This soil is a good source for roadfill. This soil has severe limitations for recreational development because it is too sandy, causing poor trafficability. Adding suitable topsoil or stabilizing the surface layer will reduce or overcome this limitation.

This Astatula soil is in capability of subclass VIs.

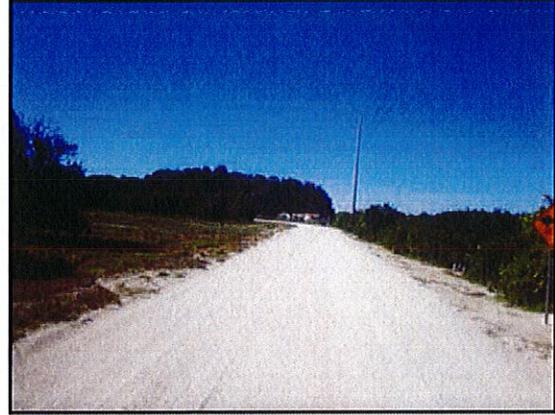
ACCESS:



From the intersection of US Highway 27 and Main Street in Avon Park, proceed South on US Highway 27 about 3.8 miles to Davis Citrus Road. Turn East on Davis Citrus Road, almost immediately bear North (still Davis Citrus Road), proceed about 3/4 of a mile to subject on Right.

Access is entirely by public maintained roadways. Locational amenity is good.

Photographs of Subject – Access



FLOOD HAZARD INFORMATION:

The subject property does not appear to be located in a Special Flood Hazard Area as identified by the Federal Emergency Management Agency. However, an elevation certificate would be required to verify this assumption.

Community Number: 12055C0117C
Effective Date: November 18, 2015
Flood Zone: Rated X no insurance required

UTILITIES:

Based upon evidence from nearby properties and from utilities authorities, the subject property is appraised as if utilities are available to the site sufficient in capacity to support the existing use at costs that are typical to competing properties. There are no unusual costs known to us in providing utilities to the site. Due to typical uncertainties of engineering and supplying entities, this report is subject to confirmation of this assumption in writing from supplying agencies and by a registered engineer.

For appraisal purposes, the appraiser(s) assume the existing water supply is adequate to serve the subject property and that no corrective measures will be required. Water is supplied from an offsite source. Appraisal is made under the extraordinary assumption the water supply will continue to be available. Should the water supply NOT be made available then the value of the grove will be reduced by the cost of providing water service.

EASEMENTS, ENCROACHMENTS AND DEED RESTRICTIONS:

Easements may or may not be recorded or may exist by customary use or other legal means. The appraiser(s) are not qualified to search legal records about easements. A current title search and survey would be required to find any easements, restrictions, reservations or encroachments. Because rights of others can have influence on real estate values, the value reported is predicated on a qualified legal opinion that the assumption above regarding easements and the rights of others represents actual conditions.

Upon a physical inspection, no adverse easements or encroachments were noted.

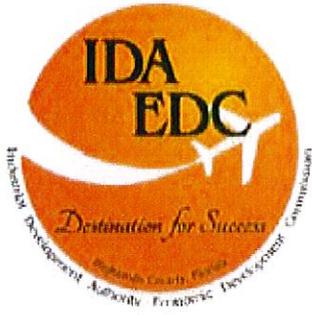
CENSUS TRACT:

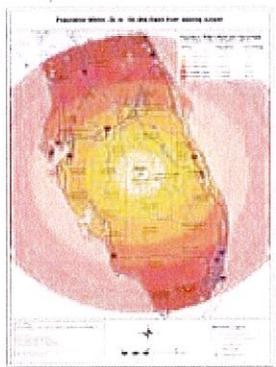
The subject property is located within Census Tract No. 9601.03 according to the Federal Financial Institutions Examination Council's web site.

REGIONAL AND LOCAL DATA:

Technical Programs Offered at SFSC

Accounting	Drafting and Design
Agriculture	Electrical Lineman
Air Conditioning- Commercial Residential	Electronic Technology
Apprenticeships	Emergency Medical Services
Automotive	English as Second Language
Bioenergy	GED
Business	Food Management
Commercial Truck Driving	Industrial Manufacturing
Computer Info Systems	Law Enforcement
Community Education Offering	Nursing (LPN, RN)
Construction	Office Administration
Corrections	Paramedic
Cosmetology	Phlebotomy
Criminal Justice	Plumbing
Culinary and Hospitality	Radiography
Dental Asst/Dental Hygiene	





Highlands County
Industrial Development Authority
Economic Development Commission
One East Main Street
Avon Park, FL 33825
Phone: 863.453.2818/Toll Free: 888.388.4233
Fax: 863.453.2822
Email: edc@highlandsedc.com
Web: www.highlandsedc.com

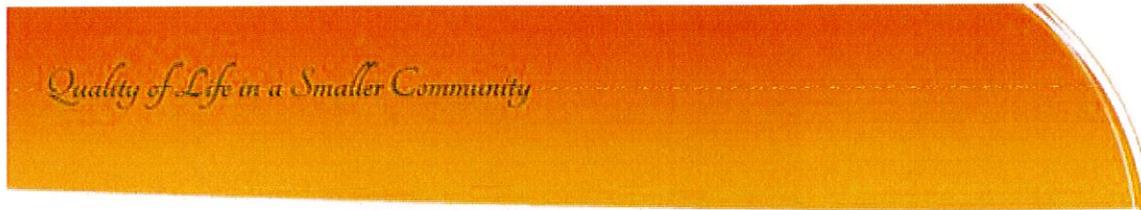
Highlands County, Florida

IDA/EDC

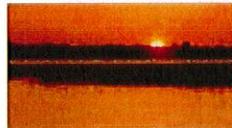
County Profile

OCT. 2014

REGIONAL AND LOCAL DATA:



IDENTIFICATION	
County	Highlands
County Seat	Sebring
Nearest Metropolitan Area	Sebring
TPO	Sebring



*Delightful People &
A Beautiful Natural Environment*

MAJOR PRIVATE SECTOR EMPLOYERS

10 Largest Employers

1. Florida Hospital Health Care Employees 1,100	6. Palms of Sebring Assisted Living Facility Employees 250
2. WalMart Department Store Employees 736	7. Alan Jay Auto Network Automotive Dealerships Employees 285
3. Agero Roadside Assistance Employees 500	8. Lake Placid Health Care Assisted Living Facility Employees 225
4. Highlanda Reg. Med. Cntr. Health Care Employees 400	9. Positive Medical Transport Health Care/Transportation Employees 100
5. Delray Plants Ornamental Plants Employees 250	10. Royal Care of Avon Park Health Care Employees 140



K-12 EDUCATION

Schools 2014	2013 Florida Comprehensive Assessment Test (FCAT)
Public 19	Math 239
Nonpublic 3	State 240
Home School Families 208	County Science 201
Teachers 2011-12	Public 616
Public 616	State 201
Enrollment 2013-14	County 195
Public 12,180	
Nonpublic 374	
Home School Families 304	

POPULATION	
County Population	
Population 2000	87,366
Population 2007	93,727
Population 2009	100,111
Population 2013	99,092
Population 2014	99,786
Population Projections	
Population Projection 2015	101,564
Population Projection 2020	107,227
Population Projection 2025	104,700
Population Projection 2030	105,900
Components of Population Change	
2000-2010	11.6%
Natural Change	-3,515
Net Migration	14,935
TOTAL	11,420
Population Age Breakdown - 2014	
0-18	22.1%
18-24	7.90%
25-44	22.8%
45-64	19.4%
64 and over	27.7%
Median Age	42
County Area (square miles)	1,029
Population Density	96
Largest Incorporated Municipalities	
2013 Population	
Sebring	10,331
Avon Park	8,839
Lake Placid	2,226
Unincorporated	77,112

FACILITIES	
Motels	21
Total Rooms Available	648
Hotels	7
Total Rooms Available	714
Restaurants	180
Seating	15,568
Civic Auditoriums	
Total Seating Capacity	7,500
Regional Malls	1
Shopping Centers	22
Libraries	3
Places of Worship	
Various Denominations	62

MEDICAL	
Hospitals	3
Number of Beds	349
Nursing Homes (SNF)	5
Number of Beds	596
Assisted Living Facilities	8
Number of Beds	764
Physicians	200
Dentists	33
Optometrists	9
Physical therapists	81
Chiropractors	20
Nurses - RN	1208
LPN	480

POINTS OF INTEREST	
Allen Atwater Cultural Center	
Archbold Biological Center	
Avon Park Depot Museum	
Civilian Conservation Corps Museum	
Lake Placid Historical Museum	
Lake Placid Murals	
Military Sea Services Museum	
Sebring Historical Museum	
Sebring International Raceway	
SFSC Museum of FL Arts and Culture	
SFSC Performing Artist Series	



RECREATION	
County Parks	19
Golf Courses	14
Highlands Hammock State Park	1
Lake June Scrub State Park	1
Lakes w/Public Access	32
Total Lakes in County	113
Tennis Courts	31

POST SECONDARY EDUCATION

Colleges/Universities serving the County

Azure College
Hodges University
South Florida State College (SFSC)
Florida State University
University of Florida
University of South Florida
Webber International University



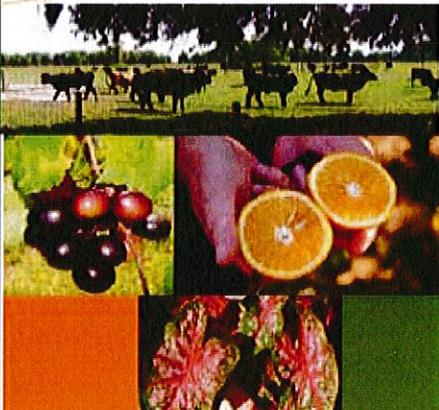
Information Sources: Bureau of Business & Economic Research, University of Florida; Enterprise Florida; US Dept. of Labor; US Census Bureau of Economic Analysis; Florida Agency for Workforce Innovation; Labor Market Statistics; Highlands County School Board; Highlands County Tax Collector; CareerSource Heartland; and the Department of Economic Opportunity. The statistical data contained in this profile is subject to change at anytime. These are approximate numbers and projections.

REGIONAL AND LOCAL DATA (cont):

One Goal

One Vision

One Team



COUNTY TAXES

Ad Valorem Millage Rate	
Government	8.550%
School District	7.2780%
Water District	0.3658%
Total	16.1938%
<i>(Amounts vary by location)</i>	
Local Option Sales Tax	1%
Local Option Gasoline Tax/gal.	\$0.36
Local Option Tourist Tax	2%
Homestead Exemption	Yes
Impact Fees (currently suspended)	Yes

STATE TAXES

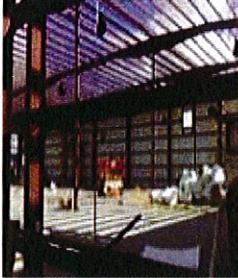
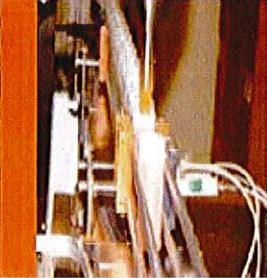
Corporate Income Tax	5.510%
Personal Income Tax	None
Retail Sales Tax	6.00%
Gasoline Tax per gallon	\$0.35
Intangible Tax - \$1/\$1,000 assets over \$250M	

FINANCIAL

Number of Banks	
Commercial	8
Branches	27
Credit Union	1
Branches	4
Banks Financial Standing Domestic (total deposits as of 6/30/14)	
\$1,449,803,000	
Does local government issue Industrial revenue bonds? (Industrial Development Authority)	Yes
Other location incentives are available through the Industrial Development Authority	
Is tax increment financing available? Yes	

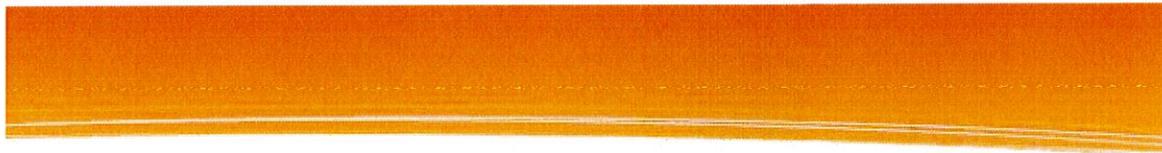
Great place to live

Unemployment Rate State of FL 8/14	6.3%
Unemployment Rate RWB19 8/14	8.5%
Population 2014	96,786
Avg Annual Wage (2013)	\$30,831
Florida (2012)	\$43,210
Labor Force 8/2014	38,273
Employment 8/2014	34,989
Unemployment level 8/2014	3,284
Unemployment Rate 8/2014	8.6%
Per capita income (BEA)11/21/13	\$30,434

Employment 2014 Jan-Mar	Avg Monthly Employment	Avg Qtrly Wage	% Emp
Agriculture, Forestry, Fishing and Hunting	3,461	\$5,544	11.07%
Construction	941	\$6,837	3.01%
Manufacturing	657	\$9,445	2.10%
Wholesale Trade	429	\$12,498	1.37%
Retail Trade	4,243	\$6,295	13.57%
Transportation and Warehousing	362	\$10,139	1.22%
Utilities	93	\$15,619	0.30%
Information	188	\$9,944	0.60%
Finance Activities	829	\$9,586	2.65%
Real Estate and Rental and Leasing	277	\$6,438	0.89%
Educational Services	2,597	\$8,140	6.31%
Leisure and Hospitality	3,357	\$4,174	10.74%
Health Care and Social Assistance	5,292	\$9,979	16.93%
Arts, Entertainment, and Recreation	854	\$4,830	2.73%
Accommodation and Food Services	2,503	\$3,951	6.01%
Other Services, Except Public Administration	596	\$5,154	1.91%
Public Administration	1,533	\$10,115	4.90%
Professional and Technical Services	730	\$8,063	2.34%
Management of Companies and Enterprises	79	\$16,383	0.25%
Administrative and Waste Services	2,217	\$6,024	7.09%
Unclassified	4	\$5,016	0.01%
2014 Workforce employed	31,262	\$7,438	100.00%

REGIONAL AND LOCAL DATA (cont):



Destination for Success

TRANSPORTATION

Interstate	Local Commercial/Executive Airports	
I-4	1. Sebring Regional	
Florida Turnpike	Runway Length	5,234'
I-75	Runway Surface	Asphalt
	Lighted Runway	Yes
	Aircraft Tie down	Yes
	Fuel Service	Yes
Major Highways	2. Avon Park Executive	
U.S. Highway 27	Runway Length	5,374'
U.S. Highway 98	Runway Surface	Asphalt
State Highway 70	Lighted Runway	Yes
State Highway 66	Aircraft Tie down	Yes
Railroads	3. Placid Lakes Airport	
CSX	Runway Length	4,800'
Amtrak	Runway Surface	Asphalt
	Lighted Runway	Yes
	Aircraft Tie down	Yes
Major Commercial Airport	Nearest Port with Docking Facilities	
Serving County	1. Port Tampa Bay	
Orlando International	Distance	104 miles
Distance/County Seat 66 miles	Depth	34'
Average # daily flights 789	Warehousing	Yes
Airlines serving airport 39	Stevedoring	Yes
Longest Runway 12,005ft.	2. Port of Palm Beach	
Tampa International	Distance	102 miles
Distance/County Seat 102miles	Depth	33'
Average # daily flights 764	Warehousing	Yes
Airlines serving airport 19	Stevedoring	Yes
Longest Runway 11,002ft.	3. Port Manatee	
Southwest Florida International	Distance	63 miles
Distance/County Seat 63 miles	Depth	40'
Average # daily flights 221	Warehousing	Yes
Airlines serving airport 14	Stevedoring	Yes
Longest Runway 12,000ft.	4. PortMiami	
Miami International	Distance	172 miles
Distance/County Seat 167miles	Depth	42'
Average # daily flights 1,061	Warehousing	Yes
Airlines serving airport 56	Stevedoring	Yes
Longest Runway 13,015ft.		
Airport Services Offered		
Charter	Yes	
Private Aircraft	Yes	
Maintenance	Yes	
Customs Port of Entry	Yes	
Immigration	Yes	
Air Cargo	Yes	
International Air	Yes	



INDUSTRIAL PARKS

Number of Industrial Parks	County Economic Development	
Developed	8 Foreign Trade Zone	Yes
Developed acreage	266 Hub zone	Yes
Acreage zoned for manufacturing	Champion Community	Yes
	2,070 Enterprise Zone	Yes

Great place to do business

UTILITIES

Electricity	Natural Gas	
Duke Energy	Distributor	
Glades Electric Cooperative	Coker Fuel	
FPL	TECO Peoples Gas Co	
	Sebring Gas Systems	
	Gas available for new industry	Yes
Water	Other Fuel Sources	
Suppliers:	Number of Distributors	
Municipalities	Serving County	
	Fuel Oil	5
	Coal	0
	LP Gas	7
Water Management District:	Industrial Support Services	
South Florida	Yes	Computer Services
Southwest Florida	Yes	Engineering
Major water source	Yes	Plating
Water available for new industry	Yes	Machine Shop
Sanitation	Yes	Car and Truck Rental
Storm Sewer	Yes	Security Services
Sanitary sewer	Yes	Job Printing
Sewage treatment type	Primary	Bonded Warehousing
Solid waste disposal	Sanitary Landfill	Freight Forwarder
Sewage Available for new Industry	Yes	



COMMUNICATIONS

Newspapers	Television Cable & Satellite	
Highlands Today	Comcast, Dish Network, Direct TV	Yes
Tampa Tribune	# of non-cable Channels	7
Off Season Circulation	17,000 received	
In Season Circulation	26,300	
News-Sun	Telephone & Internet Access	
Circulation	CenturyLink	
Off Season Circulation	9,600	Broadband
In Season Circulation	4,100	Comcast
	6,500	Broadband
		POP/MCI in Avon Park
	Mail/Parcel	
Radio	Nearest Regional Mail Handling Facility Lakeland	
Number of Radio Stations		
AM	4	Parcel Service
FM	3	Air/Overnight Parcel Service



DESCRIPTION OF NEIGHBORHOOD:

A "neighborhood"² is defined as:

"A portion of a larger community, or an entire community, in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have a more than casual community of interest. Neighborhoods may consist of well-defined natural or man-made barriers or they may be more or less well-defined by a distinct change in land use or in the character of the inhabitants."

The subject property is located just South of the incorporated area of Avon Park comprised of residential and commercial properties. Generally speaking it is in the Southwest area of Avon Park.

DESCRIPTION OF IMPROVEMENTS:

Size: 45 Acres
Variety: Hamlin
Tree Setting: 30' row, 15' spacing
Trees per Planted Acre: 100 (approximate)
Age: varying, 1 to 30 years
Irrigation: microjet blue head, ¾" poly, water source is off site.

² Definition from **REAL ESTATE APPRAISAL TERMINOLOGY**, published jointly by the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers.

PHOTOGRAPHS OF SUBJECT



PHOTOGRAPHS OF SUBJECT



TREND ANALYSIS:

Real estate prices for single family homes throughout Highlands County have declined significantly over the past number of years, but while the local economy is still sluggish values have stabilized and in many areas have started increasing. Property values have declined in this market due to a number of factors including but not limited to an oversupply of available homes for sale, a depressed local economy, and a high percentage of foreclosures/short sales/distressed sales. Commercial sales held up better but also declined. Prices for improved property were not as affected as vacant land. Although most agricultural land has experienced some signs of stress in this recent difficult market, Citrus land has increased somewhat in value due in part to the increase in price for fruit but in recent months has seen some decline due to threat of disease. Some years ago the mindset was purchase for future development. Since development has fallen to a near standstill, the focus has returned to Citrus Production. Having said that, the general trend is for increased fruit prices and decreased yield. One of the current reasons for this trend is citrus greening which is very prevalent in Florida.

This disease is distinguished by the common symptoms of yellowing of the veins and adjacent tissues; followed by yellowing or mottling of the entire leaf; followed by premature defoliation, dieback of twigs, decay of feeder rootlets and lateral roots, and decline in vigor; and followed by, ultimately, the death of the entire plant. Affected trees have stunted growth, bear multiple off-season flowers (most of which fall off), and produce small, irregularly-shaped fruit with a thick, pale peel that remains green at the bottom. Fruit from these trees tastes bitter.

Note that the risk is elevated for all groves, if it should be discovered that the subject grove suffers from this malady, then the value could rapidly decrease.

DEPRECIATION:

All types of accrued depreciation affecting the subject improvements were considered. Accrued depreciation is:

"the difference between reproduction cost new as of the date of the appraisal and the present contributory value of the improvements."

Accrued depreciation is divided into three basic categories:

1. Physical Deterioration (Curable and Incurable)
2. Functional Obsolescence (Curable and Incurable)
3. External Obsolescence (Always Incurable)

The following is a discussion of each type of deterioration and the observed depreciation applicable to the subject property:

Physical Deterioration - Curable: This type of deterioration is:
"that loss in value from costs new which can be recovered or offset through correction, repair or reproduction of the affective items causing a loss, providing the resultant value increase approximates the cost of the work."

The subject consists of 45 acres of Hamlin of varying ages. The irrigation system was observed and is assumed to be in good working condition and that no repairs are necessary. The fact that the water source is offsite is noted.

NO CURABLE PHYSICAL DETERIORATION IS INDICATED.

Physical Deterioration - Incurable: This type of deterioration is:
"that loss from cost new which is impossible to offset, or which would involve and expenditure substantially in excess of the value increase resulting therefrom."

The subject consists of a citrus grove. Citrus groves typically increase in value with age, up to a point.

The irrigation system, which has an estimated useful life of approximately 15 years, would typically be considered a form of incurable physical deterioration. However, grove irrigation systems are typically repaired or replaced one part at a time as they wear out or are damaged by grove equipment. This expense is usually covered in grove maintenance costs. Therefore, no incurable physical deterioration is indicated.

Functional Obsolescence: Functional Obsolescence is:
" that loss from cost new as of the date of the appraisal, which is caused by superadequacy, inadequacy, unattractive style, poor or inefficient layout or design."
Items causing functional obsolescence are contained within the property boundaries. Functional obsolescence can be either curable or incurable; it is curable only when it is profitable to cure the item.

The subject is consistent with other citrus groves in design and appeal for the subject's neighborhood. It is my opinion that no inadequacies or super adequacies are noted.

External Obsolescence: External Obsolescence is:
"that loss from cost new as of the date of the appraisal due to causes external to the property boundaries."

There are no influences indicated within the immediate neighborhood of the subject that would adversely affect the value. It is my opinion that the subject does not suffer from any measurable external obsolescence.

ENVIRONMENTAL CONDITIONS:

The value estimated in this report assumes the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.

APPARENT³ Hazardous Substances/Detrimental Environmental Conditions:

The appraiser(s), are not expert environmental inspectors and therefore might be unaware of existing hazardous substances and detrimental environmental conditions that may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials or detrimental environmental conditions on or around the property that would negatively affect its safety and value. The client is urged to retain an expert in this field.

HIGHEST AND BEST USE:

The American Institute of Real Estate Appraisers defines Highest and Best Use as follows:

"that reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal."

In estimating the highest and best use, there are essentially four items that are analyzed:

1. **Physically Possible:** What uses of the site in question are physically and reasonably possible?
2. **Legally Permissible:** What uses are permitted by zoning or deed restrictions on the subject being appraised?
3. **Financially Feasible:** Which possible and permissible uses will produce a net return to the owner of the subject site?
4. **Maximally Productive:** Of the feasible uses, which use will produce the highest net return or the highest present worth?

The definition immediately preceding applies specifically to the Highest and Best Use of land. It is to be recognized that in cases where a site has existing improvements on it, the Highest and Best Use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until development land in its Highest and Best Use exceeds the total value of the property in its existing use.

³Apparent is defined as that which is obvious, evident or manifest to the appraiser.

HIGHEST AND BEST USE (continued)

Also implied is that the determination of Highest and Best Use results from the Appraiser's judgment and analytical skill, i.e., the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of Highest and Best Use represents the premise upon which value is based. In the context of most probable selling price (market value) another appropriate term to reflect Highest and Best Use would be most probable use.

The following tests must be met in estimating the highest and best use:

1. The use must be legal.
2. The use must be probable, not speculative or conjectural.
3. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period.

These tests have been applied to the subject property. In arriving at the estimated highest and best use, the subject was analyzed as follows:

HIGHEST AND BEST USE "AS IF VACANT":

Physical Possible: The first constraint imposed on the possible use of the property is dictated by the physical aspects of the site itself. The subject site has a total area of approximately 45 acres and is nearly square in shape. There is low density residential zoning on the property, and even though there is little development potential due to demand right now, in all likelihood, the property will remain grove for an interim period, and then as the market improves it will begin to develop.

Legally Permissible: Legal restrictions, as they apply to the subject property, are private restrictions, public restrictions of zoning, building codes, historic district controls, and environmental regulations. As noted earlier, the subject is zoned EU Estate District. Modified residential. This zoning classification is consistent with other zoning classifications within the immediate neighborhood of the subject. The use appraised is agriculture. There are no known private restrictions. The only legal restrictions that prohibit the highest and best use of the subject site are the regulations outlined under the zoning classification.

Financially Feasible: In determining if a use is financially feasible, a study is made to analyze possible uses to decide if they are likely to produce income sufficient to satisfy operating expenses, financial expenses, and capital amortization. Uses that are expected to produce a positive return are considered financially feasible. Of the alternatives that are physically and legally acceptable for the subject, only agricultural development is financially feasible at this time. Commercial development is not financially feasible at this time.

Maximally Productive: Finally, a determination must be made on which feasible use is the highest and best use. Considering the physical, legal and neighborhood characteristics, and current economic conditions, it is my opinion that the highest and best use for the subject parcel is some type of agricultural use.

HIGHEST AND BEST USE "AS IS":

The current development of the subject site represents the highest and best use of the subject. However, development potential is almost the same as the value of the grove which would indicate the as is use of grove will be an interim use for a relatively short period of time until the benefit of development exceeds the value of the grove.

THE APPRAISAL PROCESS:

The appraisal is an unbiased supportable opinion of value. The appraisal process is a systematic analysis of the factors that bear upon the value of real estate. It can also be described as an orderly program by which the problem is defined, the work necessary to solve the problem is planned and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value. There are three approaches to value typically used by the appraisers in estimating market value. These are the Cost Approach, Direct Sales Comparison Approach, and Income Capitalization Approach. Each approach draws upon market data for its support and yet each approach provides a separate and distinct method by which to estimate value.

The Cost Approach represents a more theoretical alternative to the prospective purchaser. The premise is that the buyer will not be willing to spend more for the subject property than the cost of constructing one of equal utility. The actual process involves a separate valuation of the site, an estimate as to the replacement cost new of the subject improvements and an estimate of diminished utility or depreciation accrued to the subject improvements. The depreciated cost of the subject improvements and contributory worth of the subject's site improvements are added to the land value as established in the Site Valuation section concluding a total cost for the subject property. To this total cost must be added a reasonable estimate for entrepreneurial profit. The total cost plus entrepreneurial profit equates to a value estimate by the Cost Approach.

As the subject contains a fairly mature citrus grove, it cannot be reproduced in its present state, therefore a cost analysis is not considered applicable and was not included in this report.

The Direct Sales Comparison Approach involves the comparison of the subject property with the sale of other properties, properties that are similar and compete with it on the open market. The premise is that the informed investor will pay no more for the subject property than for one of equal utility. The application of this approach requires an active market in which comparable properties are being traded.

The Income Capitalization Approach requires an analysis of the direct income a property will produce and how the quality and quantity are evaluated by the market. Anticipated future benefits are converted to an estimate of present worth through a process known as capitalization. A banded capitalization rate, which takes into consideration the safe rate, risk of ownership, lack of liquidity, and management associated with the subject property yields an estimate of market value. An income and expense analysis was made on the citrus grove using past performance and projected future performance to arrive at a net operation income. Fruit processors were surveyed to estimate the current price per pound solids. The estimated production times the current price per pound solids normally equal the gross income, but in this case, the market for the subject crop is fresh fruit. Estimated per acre production costs which include real estate taxes were deducted from the gross income to arrive at a net operating income. Picking and hauling is included in the fruit sale contract, contract reproduced at the end of this report. Net operating income is converted to a market value estimate by a process known as capitalization. Net operation income is divided by the projected overall rate equating to a market value estimate for the subject.

Correlation

After applying the two approaches, the appraiser will have obtained two separate indications of value. The indicated values obtained from each approach must be correlated into one final conclusion of value. Usually one approach will be considered more significant than the rest, either because of the reliability of the data, or because of the type of property involved. Correlation is the process by which the appraiser objectively weighs each approach according to its importance.

DIRECT SALES COMPARISON APPROACH:

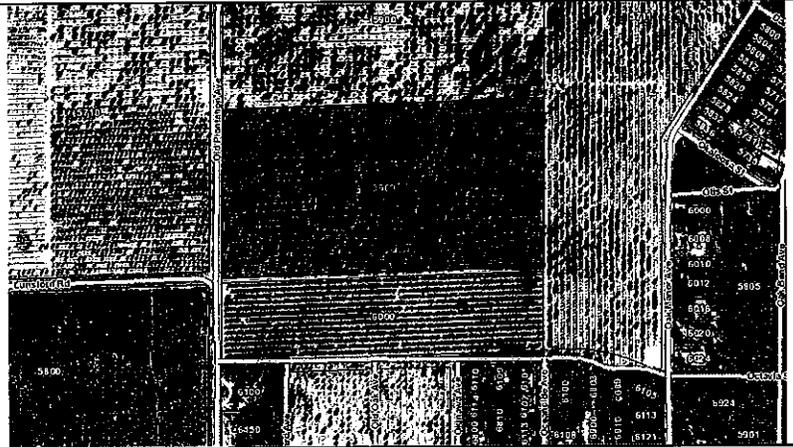
The Principle of Substitution affirms an informed buyer should pay no more for a given property than an amount for which a substitute property with equal or similar amenities could be obtained. By gathering and analyzing sales of similar properties, a confirmed record of prices paid by informed buyers is obtained. From this record, adjustments can be made for differences in property characteristics that would have an effect on value, and an indication of the value of the subject by common units of measurement can be made (i.e., price per square foot or price per unit).

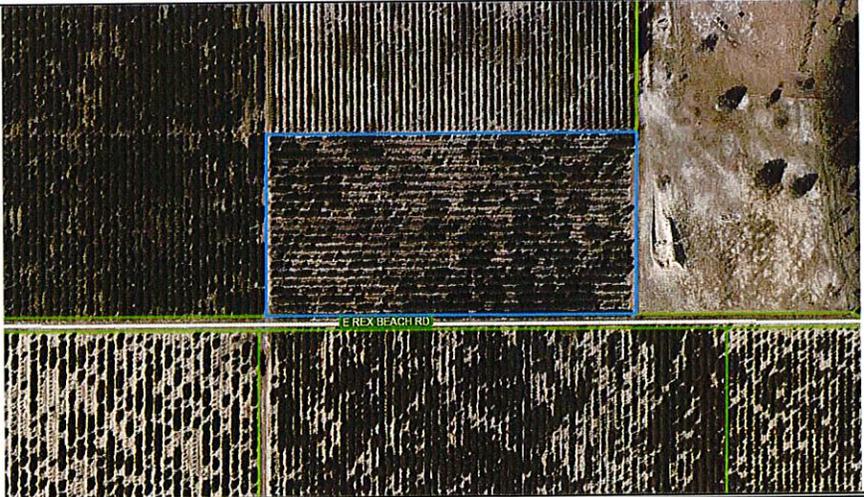
The valuation analysis for this property requires the consideration and analysis of sales of other similar properties and relating that data to the subject. All properties have their own features that relate to location, site size and shape, zoning, available amenities, date of sale, deed restrictions, financing, building size and design, age, etc. In order to accurately isolate most of these differences to determine their relative importance in a sale would require the use of what is known as a "paired sale" technique. In that process, two properties that are identical except for one feature (say time, for example) are compared. The difference in unit value of comparison selected for analysis would then indicate if a property's value had increased or decreased over the time period between the sales. It is obvious that as two, three, four, or more different features are added, the ability to accurately isolate differences and compare sales is diminished. The appraiser is required, in those instances, to use the training and experience that has been acquired to input subjective analysis to relate the sale property to the property being appraised. This overall process is known as **The Direct Sales Comparison Approach**.

In arriving at an estimated Value for the subject by this valuation method, consideration was given to sales of both citrus groves and vacant pasture land that have occurred in the subject's competing market areas. These data are considered adequate for an analysis of improved values and represent pertinent information currently available in the area of the subject property. No other more recent or more comparable verifiable sales were found.

IMPROVED SALES DATA ANALYSIS

SALE ONE	
ADDRESS:	3700 CR 17 S, Sebring, FL 33870
LOCATION:	South of Sebring
LEGAL DESCR:	SW 1/4 OF NW 1/4 SEC 2 LESS RD R/W 2-35-29/8 39 ACRES
STRAP ID:	C-02-35-29-A00-0080-0000
SALES PRICE:	\$253,500
DATE:	5/19/2015
PREVIOUS SALE:	None
ZONING:	Agriculture
GRANTEE:	Hartt To Robert Barben
RECORDED:	OR 2477-1502/MLS 234038
FINANCING:	Cash to seller, 26 DOM
SITE/VIEW:	Average
IMPROVEMENT:	Young Valencia 7 years old or less diesel pump and well a few (about 6%) Hamlin
QUALITY:	Average, 57 boxes of Hamlin, 136 boxes of Valencia.
UNIT OF COMPARISON:	\$6,500 per acre
SITE MAP:	
COMMENTS:	This sale is located about 9 miles SE of the subject. Road is good. Irrigation is deep well with electric powerhead. Overall this sale is considered inferior to the subject due to production.

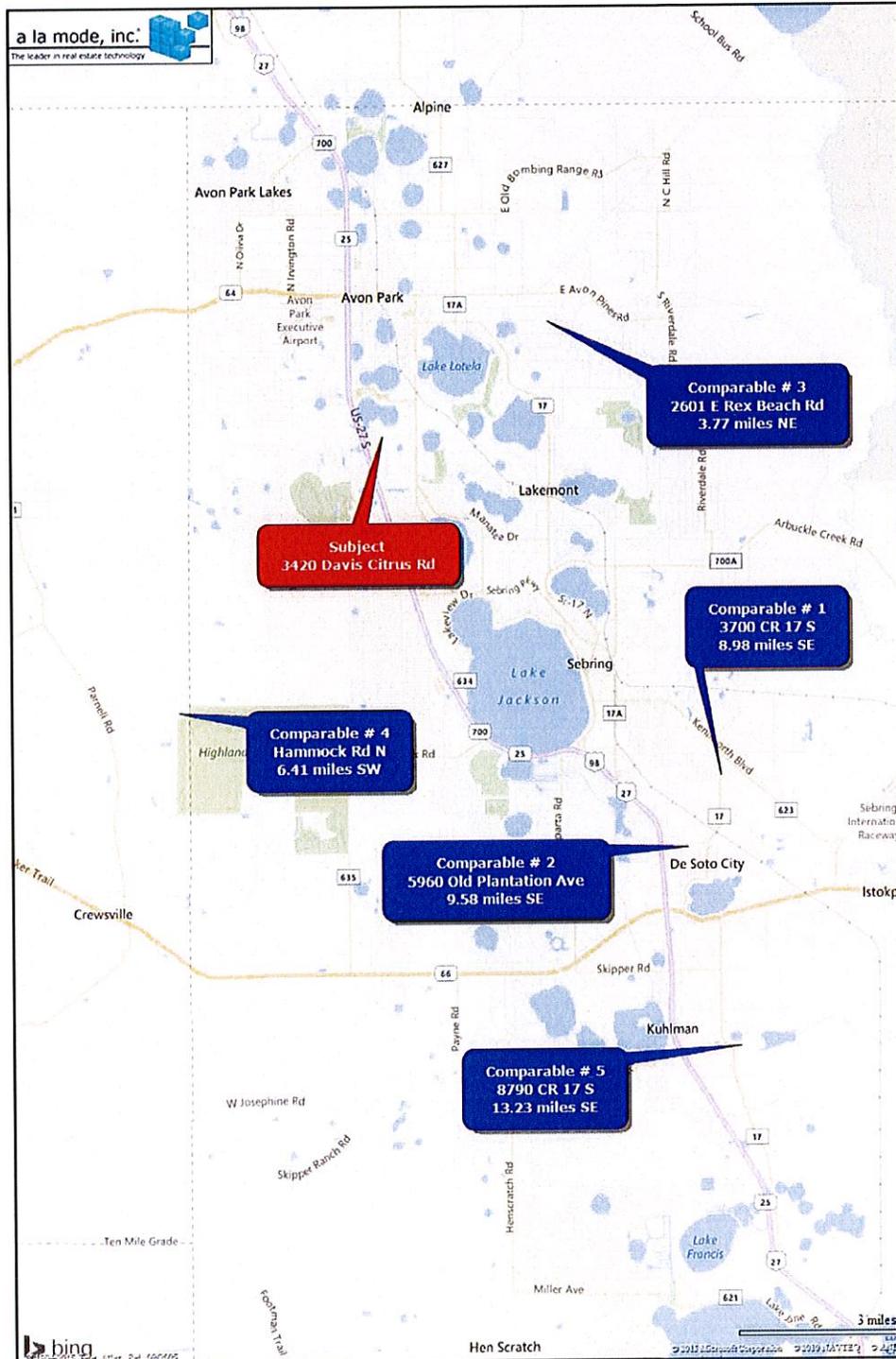
SALE TWO	
ADDRESS:	5960 Old Plantation Ave, Sebring, FL 33876
LOCATION:	South of Sebring
LEGAL DESCR:	S 1/2 OF NE 1/4 OF SW 1/4- LESS W 25 FT RD R/W 10-35-29/3 19.61 ACRES
STRAP ID:	C-10-35-29-A00-0030-0000
SALES PRICE:	\$135,000
DATE:	5/12/2015
PREVIOUS SALE:	None
ZONING:	Agriculture
GRANTEE:	Hartt to Goodfellas
RECORDED:	OR 2476-1472/MLS 234037
FINANCING:	Cash to seller, 20 DOM
SITE/VIEW:	19.61 acres
IMPROVEMENT:	Young 10 year old or less Valencia, well and diesel pump
QUALITY:	Below average, picked 108 boxes per acre in 2015,
UNIT OF COMPARISON:	\$6,884 per acre
SITE MAP:	
COMMENTS:	This sale is located about 9.5 miles SE of the subject. Road is good, irrigation is deep well with diesel powerhead. Overall this sale is considered inferior to the subject due to production.

SALE THREE	
ADDRESS:	2601 E Rex Beach Road, Avon Park FL 33852
LOCATION:	Avon Park area
LEGAL DESCR:	S 667 FT M/L OF SW 1/4 OF SE 1/4 SEC 19-LESS RD R/W 19-33-29/20 19.22 ACRES -LAKE ANGELO BLK-
STRAP ID:	C-19-33-29-A00-0200-0000
SALES PRICE:	\$118,000
DATE:	5/1/2015
PREVIOUS SALE:	None
ZONING:	Agriculture
GRANTEE:	Blackman-Drew to ABW Citrus
RECORDED:	OR 2148-1943/MLS 234129
FINANCING:	Cash to seller, 3 DOM
SITE/VIEW:	19.22 acres
IMPROVEMENT:	5 acres of Hamlin, 15 acres of Valencia
QUALITY:	below average, a few skips and re-sets, average 171 boxes per acre
UNIT OF COMPARISON:	\$6,139 per acre
SITE MAP:	
COMMENTS:	Average quality mixed variety Hamlin and Valencia grove, overall would be considered inferior due to production. Located about 3 3/4 miles NE of the subject. Road is good, location is inferior. Overall this sale is considered inferior to the subject.

SALE FOUR	
ADDRESS:	Hammock Rd N
LOCATION:	Zolfo Springs 33890
LEGAL DESCR:	43.99 AC COM NW COR OF SEC RUN S 00D 00M 46S W 1213.33 FT FOR POB S 00D 00M 46S W 108.68 FT S 89D 54M 24S E 642 FT THENCE N 00D 00M 46E 108.08 FT N 89D 51M 12S W 642 FT TO POB & COM NW COR OF SEC RUN S 00D 00M 46S W 1322.01 FT TO POB S 00D 00M 46S W 1151.45 FT N 89D 38M 31S E 1205.32 FT N 00D 24M 30S E 1220.21 FT N 89D 56M 25S E 97.91 FT N 00D 59M 54S E 588.68 FT N 89D 56M 14S W 662.36 FT S 00D 00M 46S W PAR TO W LINE OF SEC 666.73 FT N 89D 54M 24SW 642 FT TO POB & A PRCL LYING 30 FT E OF THE FOLLOWING DESC; COM SW COR OF SEC 25 RUN N 00D 00M 46S E 332.31 FT TO PT ON S/LY R/W OF HIGHLANDS HAMMOCK RD THENCE S 89D 54M 51S E 642 FT FOR POB S 00D 00M 46S (W?) 987.68 FT FOR END OF DESC 36 34S 27E 382P725 466P161 475P210 541P439 561P147 575P210 697P1046 201325005820-LD 201525004292
STRAP ID:	36-34-27-0000-02650-0000
SALES PRICE:	\$488,000
DATE:	7/15/2015
PREVIOUS SALE:	None
ZONING:	Agriculture
GRANTEE:	Blackman to Messana
RECORDED:	2015-2500-4292/MLS 234985
FINANCING:	Cash to seller, 13 DOM
SITE/VIEW:	44 acre grove microjet, onsite well
IMPROVEMENT:	Valencia
QUALITY:	Above average, 350 boxes per acre
UNIT OF COMPARISON:	\$11,091 per acre
SITE MAP:	
COMMENTS:	This is an above average quality Valencia grove similar in size. It is located about 6 1/2 miles SW of the subject. Road is good. Production is higher but location is inferior. Overall this sale is considered superior to the subject.

SALE FIVE	
ADDRESS:	8790 CR 17 S, Sebring FL 33870
LOCATION:	South of Sebring East of US Highway 27
LEGAL DESCR:	An irreg 34.46 acre TR in S ½ of NW ¼ of Sec 35 llying E of CR 17 + less Sub 35-35-29/10.1 34.46 acres
STRAP ID:	C-35-35-29-A00-0101-0000
SALES PRICE:	\$444,400
DATE:	2/12/2014
PREVIOUS SALE:	None
ZONING:	Agriculture
GRANTEE:	Rogers to Price
RECORDED:	OR 2416-1011
FINANCING:	Cash to seller
SITE/VIEW:	34.46 however according to tax map about 2 ½ acres is under water, so net grove is approximately 32 acres.
IMPROVEMENT:	10" well w/diesel power
QUALITY:	About 300 boxes per acre
UNIT OF COMPARISON:	Sale included the fruit at approximately \$125,000 net sale price is \$319,400 price per acre is \$9,981
SITE MAP:	
COMMENTS:	This is an above average quality Valencia grove, slightly smaller in size. It is located about 13 miles Southeast of the subject. Road is inferior. Production is higher but location is inferior so overall this sale is considered similar to the subject.

Location Map – Improved Sales



DIRECT SALES COMPARISON APPROACH (CONT):

These data are considered about average for an analysis of improved values and represent pertinent information currently available for properties similar to the subject property.

Location	\$ per acre	Valencia	Hamlin	Production	Rating
3700 CR 17 S	\$6,500	94%	6%	193	Inferior
5960 Old Plantation Ave	\$6,884	100%	0%	108	Inferior
8790 CR 17 S	\$6,139	25%	75%	171	Inferior
Hammock Rd	\$11,091	100%	0%	350	Superior
8790 CR 17 S	\$9,981	100%	0%	300	Superior

The subject's estimated production is currently at the high side of median of the comparables. However in the interest of credibility recognizing the lower production rate of the subject, a price near the upper end of the value range is considered credible. It is clear that the value should be higher than comps 1, 2 and 3; much lower than comp 4, and slightly lower than comp 5. A point of concern in selecting a point value is the fact that water source is off site. Most likely price per acre of the subject grove is indicated to be \$9,500 per acre.

45 acres @ \$9,500 = \$427,500

This amount does not consider any contributory value from the residential zoning. From the standpoint of a producing grove, zoning other than AU would be considered over improvement and would not contribute to the value of the grove. In fact, zoning other than AU could be considered detrimental as while the existing grove can be maintained, it cannot be completely cleared and replanted since the planned use is inconsistent. It is possible that the land as if vacant would be priced higher than the value of the producing Hamlin grove. That will be addressed later in this report. The value of the grove by income will be addressed next.

INDICATED VALUE BY SALES COMPARISON APPROACH - (Rounded):

\$428,000 (Rounded)

FOUR HUNDRED TWENTY EIGHT THOUSAND DOLLARS

INCOME CAPITALIZATION APPROACH:

The Income Capitalization Approach reflects the theory that a property's value is the present worth of its anticipated economic benefits - the net operating income, plus any gains or losses - that accrue during the time the purchaser intends to hold the property. These economic benefits are discounted under the time value of money concept at the rate of return that the market requires to attract capital to the specific class of investment. That rate of return is known as the Overall Capitalization Rate, and is alternately referred to as the Overall Rate (OAR or R).

The Gross Potential Income for the property is estimated by analysis of typical market rents of competitive properties within the market area and the past rental experience of the subject property. From this most probable gross rental income, deductions are made for probable vacancy and collection loss, appropriate expenses and reserves for replacement of items that will be replaced during the remaining economic life of the property. This Net Operating Income (NOI) is then capitalized by an Overall Rate into an indication of value.

Whenever possible, the preferred method to develop an Overall Rate is by analysis of market transactions, where data on Net Operating Income from sold properties can be ascertained.

When meaningful and credible data is not available, it is possible to use other methods to develop an Overall Rate. The most common method for mature citrus groves is the summation method. It takes into account the safe investment rate, risk of ownership, lack of liquidity and management to develop an overall capitalization rate. The summation method is recommended by the Realtors Land Institute in their citrus appraising seminars.

Production costs have been verified with local caretaking services and includes real estate taxes.

Capitalization (Summation method):

The capitalization rate is a rate that reflects the return necessary to attract investment capital.
Summation Method:

Safe Rate or Non-Risk Rate 2%
(C.D.'S, pass book savings rate, etc.)

Risk of Ownership 5%
(Uncertain weather, disease, unstable prices and tree recapture)

Lack of Liquidity 2%
(Slowness of converting into money)

Management 2%
(Cost of managing money)

TOTAL CAPITALIZATION RATE: 11%

An alternative method to deriving capitalization rate is described on the pages following:

BAND OF INVESTMENT METHOD:

Because most properties are purchased with debt and equity capital, the overall capitalization rate must satisfy the market return requirements of both investment positions. Lenders must anticipate receiving a competitive interest rate commensurate with the perceived risk of the investment or they will not make funds available. Lenders also require the principal amount of the loan be repaid through periodic amortization payments. Similarly, equity investors must anticipate receiving a competitive equity cash return commensurate with the perceived risk or they will invest their funds elsewhere.

The capitalization rate for debt is called the mortgage constant. It is the ratio of the annual debt service to the principal amount of the mortgage loan. The mortgage constant is a function of the interest rate, the frequency of amortization, and the term of the loan.

The equity investor also seeks a systematic cash return. The rate used to capitalize equity income is called the equity capitalization rate. It is the ratio of annual pre-tax cash flow to the amount of equity investment. This rate is not simply a rate of return on capital, rather it is a rate of return both *on* and *of* capital. The equity capitalization rate may be more or less than the eventual equity yield rate. For appraisal purposes, a property's equity capitalization rate is the anticipated return to the investor, usually for the first year of the holding period.

The overall capitalization rate must satisfy both the mortgage constant requirement of the lender and the pre-tax cash flow requirement of the equity investor. It is a composite rate, weighted in proportion to the total property investment represented by debt and equity.

By using Band of Investment Method, the overall capitalization rate can be estimated. Typical financing preferred rate for a grove loan might be 75% loan to value, 20 year amortization with 5 year balloon, 6% interest rate. The mortgage constant for a 20 year loan with a 6% interest paid monthly is .086. In consulting with investors, reviewing the current economic conditions and alternate investments, I have concluded that an equity dividend of 12% is necessary. Keystrokes on a programmable calculator would be: 6gi for interest, 20gn for term, 1 for present value and 0 for future value, solve for payment which is monthly, times 12 for annual. Therefore, the following steps show the mathematics involved in the Band of Investment Method.

Loan to Value Ratio:		x	Rate:	=
Mortgage Position:	75%	x	8.6%	6.45
Equity Position:	25%	x	12%	3.00
Capitalization Rate (Rounded):				9.45%

Summation method indicates 11%, and band of investment indicates 9.45%. The most likely capitalization rate lies somewhere within this range. With no particular reason as to why one method would be better than another method, I have elected to place equal weight on both methods, thereby concluding that 10.5% (rounded) is in the middle of the indicated range and the most likely capitalization to be realized.

BAND OF INVESTMENT METHOD (cont):

It is understood that the grove business experiences highs and lows, periods of great demand and low demand, cold, disease, draught, and other obstacles. When everything lines up, profits can be great. When there are problems, NOT so great.

I have considered actual income and expense figures compared with industry standards compiled by Citrus Mutual.

Production and expense spreadsheet, estimated based on 250 box per year yield:

Davis Citrus Road, Avon Park, FL 33825	Price per Pound	Pound solid	Gross Income	Pick & Haul	Advertising Tax	Net per box	2015 - 2016 Estimated Boxes	Income before Caretaking/Debt Service	# of Acres of grove	Cost per Acre Caretaking	Net Income
Hamlin's	\$ 2.05	5.70	\$ 11.69	\$ 2.75	\$ 0.25	\$ 8.69	11,250	\$ 97,706.25	45.00	\$ 1,200.00	\$ 43,706.25
											Cap Rate 10.5%
											Value Indicated by Income Approach \$ 416,250.00

NET INCOME: \$ 43,706.25

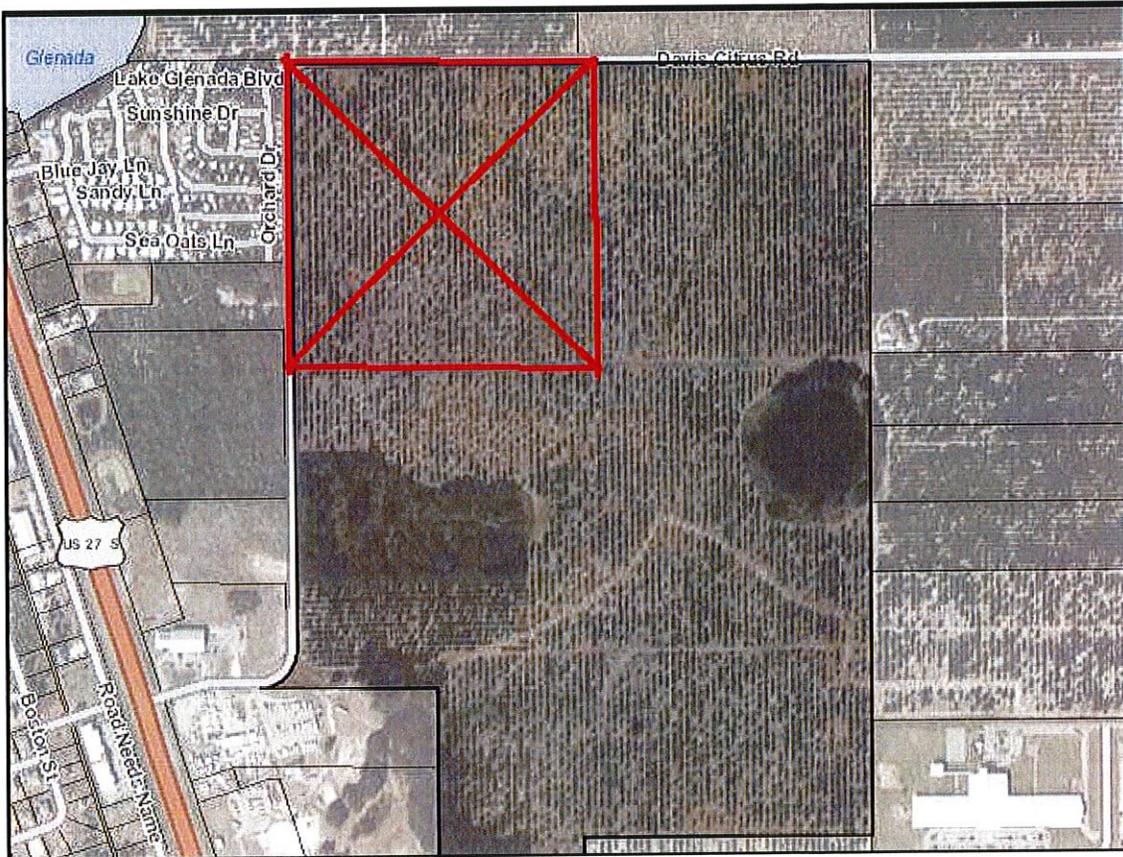
CAPITALIZATION:
43,706.25 capitalized @ .105 \$ 416,250

INDICATED VALUE BY INCOME APPROACH: \$416,000 (R)

DEVELOPMENT POTENTIAL OF SUBJECT SITE:

The subject site consists of 45 acres of land with low density residential zoning. The question of whether the existing grove is in fact the highest and best use of the subject site must be addressed.

Road is unpaved and while the general composition of the neighborhood is agricultural, there is residential use property adjacent to the subject.



DEVELOPMENT POTENTIAL OF SUBJECT SITE (cont):

The Direct Sales Comparison Procedure has again been used to estimate the market value of the subject site, from the standpoint of residential development, NOT agricultural grove. The **Direct Sales Comparison Procedure** is the preferred method to estimate the value of land. The Principle of Substitution affirms an informed buyer should pay no more for a given property than an amount for which a substitute property with equal similar amenities could be obtained. By gathering and analyzing land sales of similar properties, a confirmed record of prices paid by informed buyers is obtained. From this record, adjustments can be made for differences in property characteristics that would have an effect on value, and an indication of the value of the subject by common units of measurement can be made (i.e., price per square foot or price per unit).

The valuation analysis for this property requires the consideration and analysis of sales of other vacant land parcels and relating that data to the subject site. All properties have their own features that relate to location, size, shape, zoning, available amenities, date of sale, deed restrictions, financing, etc. In order to accurately isolate most of these differences to determine their relative importance in a sale would require the use of what is known as a "paired sale" technique. In that process, two properties that are identical except for one feature (say time, for example) are compared. The difference in unit value of comparison selected for analysis would then indicate if a property's value had increased or decreased over the time period between the sales. It is obvious that as two, three, four, or more different features are added, the ability to accurately isolate differences and compare sales is diminished. The appraiser is required, in those instances, to use the training and experience that has been acquired to input subjective analysis to relate the sale property to the property being appraised. This overall process is known as **The Direct Sales Comparison Procedure**.

In arriving at an estimated Market Value for the subject site in this valuation method, consideration was given to recent comparable land sales that have occurred in the subject property's market area for commercial usage. These data are considered adequate for an analysis of land values and represent pertinent information currently available in the area of the subject property. In analyzing the sales, percentage adjustments based on paired sales were not found provable in the local market place.

Due to the difficulty in finding sufficient data to provide paired sales value differences, logical adjustments for individual characteristics are made based on my experience and knowledge in the local market.

The sale properties will be described in detail on the following pages and will be located on a land sales map. The final analysis of these sales and the indication of the estimated value of the subject site is then presented.

Land Sales Comparable #1

<u>LOCATION:</u>	20 Lake Francis Rd, Lake Placid FL 33852
<u>LEGAL:</u>	A TR of land containing 68.61 acres in frac N ½ of Sec 14-less
<u>DESCRIPTION:</u>	Rd R/W 14-36-29/5 68.61 acres
<u>STRAP ID:</u>	C-14-36-29-A00-0050-0000
<u>SALES PRICE:</u>	\$625,000
<u>DATE:</u>	8/8/2013
<u>SITE SIZE</u>	68.61 acres
<u>IMPROVEMENT:</u>	Vacant
<u>PRICE PER UNIT:</u>	\$9,109 per acre
<u>ZONING:</u>	R1 and R3 residential
<u>GRANTEE:</u>	Chain of Lakes to Reynolds, Ann
<u>RECORDED:</u>	OR 2393-1003/property records
<u>FINANCING:</u>	Cash to seller 970 DOM
<u>PREVIOUS SALE:</u>	No previous sale
<u>SITE VIEW:</u>	
<u>COMMENTS:</u>	This sale is located in Lake Placid on Lake Redwater about 16 miles Southeast. It is larger in size. It has influence from highway and the lake. It is superior in zoning. Having both medium and high density residential zoning. Overall this sale is superior to the subject. Furthermore, it is completely cleared whereas the subject would have to be cleared of the citrus trees to be used for low density residential.

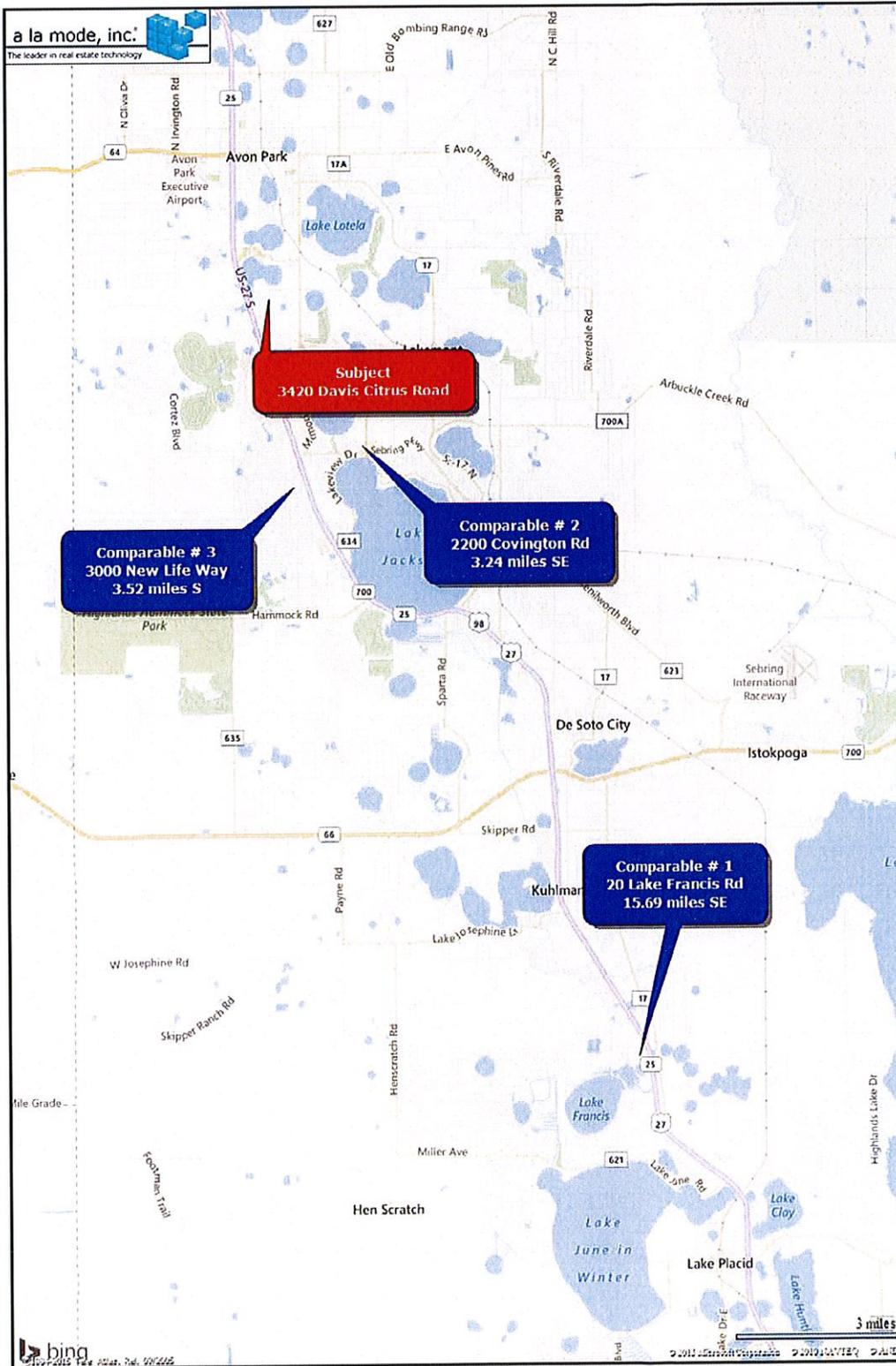
Land Sales Comparable #2

LOCATION:	2200, 2034 & 2250 Covington Rd Sebring, FL 33870
LEGAL: DESCRIPTION:	LAKE SEBRING SHEET 4 PB 2-PG 15 LOT 1 BLK 260 + CLOSED CONTIG ROAD ADJ SOUTH SIDE OF LOT 1 PER 1871-1840 And LAKE SEBRING SHEET 5 PB 2-PG 16 LOTS 5 + 6 BLK 261 And KAHNS REPLAT PB 4-PG 2 ALL-LESS S 125 FT PKWY 14.08 AC
STRAP ID:	S-13-34-28-040-2600-0010 S-13-34-28-050-2610-0050 S-13-34-28-090-0010-0000
SALES PRICE:	\$215,000
DATE:	6/11/2015
SITE SIZE	14.08 acres
IMPROVEMENT:	Vacant
PRICE PER UNIT:	\$15,270 per acre
ZONING:	R3 residential
GRANTEE:	Cadence Bank to Hornick Homes
RECORDED:	OR 2481-357/MLS 230001
FINANCING:	Cash to seller 304 DOM HBC loan \$107,500
PREVIOUS SALE:	No previous sale
SITE VIEW:	
COMMENTS:	This sale is located in Sebring about 3 miles Southeast. It is similar in location and amenity but it has significantly superior zoning being high density residential. It is smaller in size. It is completely cleared. This site is considered superior due to zoning and cleared status.

Land Sales Comparable #3

LOCATION:	3000 New Life Way, Sebring, FL 33870
LEGAL: DESCRIPTION:	BEGIN AT SE COR OF NW 1/4 OF SW 1/4 + RUN N 759 FT TO BEG-THEN RUN N 330 FT THEN W 1320 FT-THEN S 330 FT-THEN E 1320 FT TO P O B 23-34-28/14 10 ACRES
STRAP ID:	C-23-34-28-A00-0140-0000
SALES PRICE:	\$101,200
DATE:	12/1/2014
SITE SIZE	10.0 acres
IMPROVEMENT:	Vacant
PRICE PER UNIT:	\$10,120 per acre
ZONING:	Part R1 and part B3
GRANTEE:	Beard to HKSK
RECORDED:	OR 2454-1878/MLS 200496
FINANCING:	Cash to seller, 255 DOM
PREVIOUS SALE:	none
SITE VIEW:	
COMMENTS:	This sale is located in Sebring near Home Depot just off of US Highway 27 N about 3 1/2 miles South of the subject. It has both single family zoning and commercial zoning on it which are not necessarily considered complimentary to each other. There is multifamily zoning around it. Road access is similar to the subject although locational amenity is inferior. It is much smaller. It is similar or slightly superior with zoning, but uncleared status is a consideration.

Location Map



COMMENTS ON MARKET DATA, LAND AS IF VACANT FOR DEVELOPMENT:

The range of indicated values is about average, ranging from \$9,109 to \$15,270 per acre.

Comparable sale	Price per acre	Property Rating
20 Lake Francis Rd, Lake Placid	\$9,109	Superior in zoning, amenity and cleared status
2200 etal Covington Rd Sebring	\$15,270	Superior in zoning and cleared status
3000 New Life Way, Sebring	\$10,120	Slightly superior in zoning, inferior in location, similar in cleared status

In looking at which sales are better or worse than the subject, it is clear that the value of the subject land as if vacant is lower than any of the comparables, however it should be close to comp 1 and slightly less than comp 3. Most likely selling price of the subject site from a development standpoint considering zoning, location and uncleared status due to the citrus trees is \$9,000 per acre.

$$45 \text{ acres} \quad @ \quad \$9,000 \quad = \quad \$405,000$$

SUBJECT SITE BASED ON DEVELOPMENT POTENTIAL

\$405,000

FOUR HUNDRED FIVE THOUSAND DOLLARS

ESTIMATED MARKETING PERIOD FOR THE SUBJECT PROPERTY:

Normal Marketing Period is defined as:

"The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics:

- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.
- The property will be offered at a price reflecting the most probable markup over market value used by sellers of similar type properties.
- A sale will be consummated under the terms and conditions of the definition of market value set forth in this appraisal report.
- The elapsed time period needed to expose a property on the open market to achieve a specific market value estimate occurred prior to the date of the value estimate.
- The most probable amount of time is the average time period needed to expose a property on the open market to consummate a transaction on a specific date.

Normal marketing period refers to the time period during which the property is aggressively marketed in order to bring about a sale of the entire property to a single third party purchaser. Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always presumed to precede the effective date of the appraisal. Considering the subject neighborhood, the site improvements, and current local and national economic condition, I estimate the marketing time and the exposure time for the subject property at 12 months. This estimate is based on overall sales volume of real properties in the area, conversation with local real estate brokers, and past experience. The marketing time for the subject property is estimated to be 12 months or less. The exposure time for the subject property is estimated to be 12 months or less.

FINAL SUMMATION AND RECONCILIATION OF ESTIMATED MARKET VALUE:

In our opinion, the highest and best use of the subject would be its existing use. Development potential is low.

The indications of value contained in this report are:

Cost Approach not applicable	\$ N/A
Direct Sales Comparison Approach – grove	\$ 428,000
Income Approach - grove	\$ 416,000
Direct Sales Comparison – development potential	\$ 405,000

The market data approach is based on actual sales of similar groves with comparable yield. The income approach is based on industry standards and personal inspection since no direct production records were available.

Currently residential development of any kind is not financially feasible due to reduced prices and oversupply of vacant lots. Development is beginning to show signs of life, but at the present prices are still depressed, there is significantly more supply than demand. Therefore, an investor that would be considered a customer for the subject site that had development in mind would be thinking of future benefit, probably fairly far into the future at least a couple of years if not five to ten years. Therefore development land is considered to trend stable with future increases possible but not predictable.

Grove however is tending to trend downward. Reasons for this include fear of diseases including greening, and fruit competition from outside areas. Also, pound solid prices are at a peak right now, it is unknown if prices will continue at this level.

For the purpose of this market value appraisal assignment, equal emphasis is placed on the Direct Sales Comparison Approach – grove with the income approach which results in an indicated value of \$422,000.

The Cost Approach is not applicable.

The Direct Sales Comparison Approach had sales information available from five grove sales and three vacant sales. This approach is generally considered to be the most reliable indicator of value when the data available closely corresponds to the location, age, size, and quality of the subject, since it reflects the interaction of buyers and sellers in the market place. The comparability of the data for this approach, as a whole, is considered to be about average.

The Income Approach is usually relied on by the knowledgeable investor when purchasing an income producing property for investment purposes. An investor in a property with many variables that influence the ultimate "bottom line", i.e., Net Operating Income, will rely more on the analysis that fully explores the items that affect the NOI. The income approach is based on industry standard data consistent with other similar properties. The quality (credibility) of this data is below average due to the production records NOT being made available.

FINAL SUMMATION AND RECONCILIATION
OF ESTIMATED MARKET VALUE (CONT):

Equal emphasis is placed on the Market Data Approach and Income Approach. That amount is consistent with the amount established for development purposes. After analysis of the data contained in this report and based upon our education and general experience in the real estate field, it is my opinion that the **Estimated Market Value (Appraiser's opinion of value) of the Fee Simple Interest of the subject property, subject to definitions, assumptions and limiting conditions, as of November 23, 2015 is:**

\$422,000

FOUR HUNDRED TWENTY TWO THOUSAND DOLLARS

I should point out to the reader that as I reported under highest and best use, development potential for the subject is less than but close to the value of the grove. While the grove use is still considered the highest and best use, the value of the development potential is very close, and will likely soon overtake the value of the grove. This is due to current market conditions as well as the location of the grove. Development potential, while low as I said, is as high as any of the other comparables due to zoning and location. It is not appropriate for me to predict when if ever the development potential will exceed the value of the grove. All I can do at this time under scope of work is note that the subject has a better potential for development than any of the other grove comparables, and note that development is trending stable while grove is trending downward.

****ADDENDA****

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS:

Please see Certificate of Appraisal for additional assumptions, which apply directly to the subject property.

1. Acceptance of and/or use of this report constitutes acceptance of the foregoing General Assumptions and General Limiting Conditions.
2. The appraiser will not be required to give deposition, testimony or appear in court because of having made this analysis, with reference to the property in question, unless arrangements have been previously made thereof. Appraiser will charge an hourly rate for these services plus usual and customary expenses.
3. Possession of the report, or copy thereof, does not carry within the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualifications and only in its entirety. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the consultant. Nor shall the appraiser, firm or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
4. The distribution of the total valuation in this report between land and improvements, if any applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
5. No environmental impact studies were either requested or made in conjunction with this analysis, and the consultant hereby reserves the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
6. The Estimated Market Value is based upon no changes in the existing Federal Tax Laws that are in effect on the date of the appraisal.
7. The value in this report is based upon the subject property being free of termites, any other type of vermin, and any damage resulting from same. A licensed exterminator should make an inspection to determine this matter, and in the event that such presence of damage is found, this report would be subject to review and change.
8. It is assumed that the legal descriptions as given are correct, that the improvements are entirely and correctly located on the property described and that there are no encroachments or overlapping boundaries.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS (continued)

9. We have not made a survey of the property and no responsibility is assumed in connection with such matters. Should a current survey indicate a discrepancy in the subject site size, this report would be subject to review and change. Sketches in this report are not to scale and are included only to assist the reader in visualizing the property.
10. No responsibility is assumed for matters of legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
11. Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the analysis, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser.
12. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is analyzed as though under responsible ownership and competent management.
13. It is assumed that there are no hidden or unapparent conditions of the property or structures which would render it more or less valuable. It is also assumed that a roofing inspection has been made by a licensed roofing contractor and that unless otherwise noted in this report, the roof is in average condition and is water tight. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
14. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in this report.
15. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this report. This appraisal is dependent upon written verification of said zoning classification.
16. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
17. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.
18. It is assumed that the subject property conforms with the 1985 Growth Management Act's "concurrency" requirements.

19. Improvements proposed, if any, on or off-site, as well as any repairs required, are considered, for the purpose of this appraisal, to be completed in a good and workmanlike manner according to information submitted and/or considered by us. In cases of proposed construction, the report is subject to change upon inspection of the property after construction is complete. This estimate of value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.
20. The estimated value is subject to change with market changes over time. Value is highly related to interest rates, exposure, time, promotional effort, supply and demand, terms of sale, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the market place. The estimate of value in the report is not based in whole or in part upon race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
21. In the event this appraisal includes the capitalization of income, the estimate of value is a reflection of such benefits and our interpretations of income and yields and other factors which were derived from general and specific market information. Such estimates are made, as of the date of the estimate of value. As a result, they are thus subject to change over time. The date as of which the value estimate applies is only as of the date of valuation as stated in the letter of transmittal. I assumed no responsibility for economic or physical factors occurring at some later date which may affect the opinion stated herein.
22. An appraisal is the product of a professionally trained person but nevertheless is an opinion only, and not a provable fact. As a personal opinion, a valuation may vary between appraisers based upon the same facts. Thus, I warrant only that the value conclusions are our best estimate as of the date of value. There are no guarantees, either written or implied, that the property would sell for the expressed estimate of value.
23. We have not reviewed an abstract of title relating to the subject property unless otherwise stated. No title search has been made and the reader should consult an attorney or title company for information and data relative to the property ownership and legal description. It is assumed that the subject title is marketable but the title should be reviewed by legal counsel. Any sales history information given has been researched and to the best of our knowledge is accurate, but not warranted.
24. It is assumed that the property, which is the subject of this report, will be under prudent and competent ownership and management over the entire life of the property. If prudent and competent management and ownership are not provided, this would have an adverse effect upon the value of the property appraised.
25. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during the appraisers' inspection. The appraiser has no knowledge of the existence

of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

26. 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 the county public health unit.
27. The appraised value is subject to documentation being provided that there are no in-ground or above ground fuel/storage tanks existing on the subject site. In the event that such fuel/storage tanks are found, it is assumed that they comply with all local, state and federal regulations regarding fuel or storage tanks. If they are not in compliance, this report would be subject to review and change.
28. As appraisers, I am not a licensed exterminator, licensed roofer, hazardous substance and environmental expert or structural engineer. Inspections by qualified experts in these fields would be required to determine any adverse conditions. If any adverse conditions are found, this report would be subject to review and changes.
29. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.
30. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

PROFESSIONAL QUALIFICATIONS

TRAINING AND EXPERIENCE

OF

ROBERT M. ALEXANDER

STATE CERTIFIED GENERAL APPRAISER #RZ 1500

My family has owned and operated a real estate and construction business in Highlands County continuously since 1956. I have been personally involved with this Real Estate and construction business full time since 1973. This involvement has provided me with hands on training in such areas as marketing, land development, and property management as well as an extensive background in construction, both residential and commercial. This actual building experience is supplemented by the Florida and National building costs furnished by Marshall and Swift Company who has been compiling and furnishing this information since 1932. Marshall is recognized as competent authority by appraisers and financial interests throughout the country.

Licenses:

First state registered as salesman in 1973
 DPR "Broker" #0131497
 State Certified General Contractor #GCC005430 (inactive)
 State Certified Residential Appraiser #RD 0000110 in March, 1990 (upgraded 10/92)
 State Certified General Appraiser #RZ 0001500 in October, 1992

Special Education:

1. AIREA "Real Estate Principles" 06/24/81
2. AIREA "Residential Valuation" 07/03/81
3. AIREA "Standards of Professional Practice and Ethics" 09/26/86
4. Bert Rodgers "CA1" preparation course 1/19/90
5. Bert Rodgers "CA2" 60 hour course, June, 1992
6. Bert Rodgers "USPAP" 15 hour course, July, 1992
7. Bert Rodgers "CA2" preparation course, 9/19/92
8. AIREA "The Appraiser as an Expert Witness, 5/6/94
9. Hondros Career Centers "Appraisal Continuing Education" 6/9/94
10. AIREA "Understanding Limited Appraisals" 8/26/94
11. AIREA Fair Lending and the Appraiser 9/28/95
12. AIREA Alternative Residential Reporting Forms 7/19/96
13. Continuing Education Course "Specialty", "USPAP/Law Update", "Case Studies in Uniform Standards" 07/26/98
14. FHA Appraisal Guidelines & Exam Preparation 11/16/99
15. FHA Appraisal Examination 12/09/99
16. Building Codes & Plan Interpretation 4/7/01
17. Continuing Education USPAP/Law Update 09/27/02
18. Continuing Education Art of the Review 09/27/02
19. Continuing Education Case Studies 09/27/02
20. Continuing Education Land Valuation course 11/04
21. Continuing Education Law/Standards update 11/04
22. Continuing Education National USPAP Course 11/04
23. Continuing Education USPAP, Law/Standards update, FNMA update, and Fraud Awareness 30 hours 9/06
24. Continuing Education USPAP, Law/Standards update, Land Valuation course 7/08
25. FNMA Form 1004MC HVCC and more 1/13/2010
26. Florida Supervisor/Trainee Roles and Relationships 1/13/2010
27. Florida Appraisal Laws and Regulations 1/13/2010
28. Disclosures and Disclaimers 1/14/2010
29. Appraising FHA today 1/24/2010
30. 2010-2011 National USPAP Update 3/15/2010
31. Florida Appraisal Laws and Regulations 5/20/2012
32. REO and Foreclosures 6/17/2012
33. Private Appraisal Assignments 7/4/2012
34. The Dirty Dozen 7/4/2012
35. 2012-2013 7 hour National USPAP Update Course 7/7/2012
36. Risky Business: Ways to Minimize your Liability 7/8/2012
37. National USPAP Update Equivalent (2014-2015) 8/15/2014
38. Florida Appraisal Laws and Regulations Update 8/15/2014
39. Reviewers Checklist 8/16/2014
40. UAD-Up Close and Personal 8/16/2014
41. REO and Foreclosures 9/3/2014
42. Risky Business: Ways to Minimize your Liability 9/2/2014

Appraisals made for:

Highlands County	Federal Agencies
City of Sebring	Attorneys
City of Avon Park	Sellers
Federal Aviation Administration	Buyers
ERC Relocation Companies	Owners
Commercial Lenders	Developers
Private Lenders	Holding Companies
HUD FHA Panel Fee Appraiser	Mortgage Companies

I have served as expert witness in Court several times.

Affiliations and Memberships:

State Certified General Appraiser #RZ 0001500
 1990 First Vice President, Sebring Board of Realtors
 1990 Multiple Listing Committee Chairman
 Florida Association of Realtors
 National Association of Realtors
 Marshall Valuation Service
 Obtained the status of REALTOR Emeritus in 2014

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER

RZ1500

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016



ALEXANDER, ROBERT M
2904 1/2 SOUTHGATE SHOPPING CEN
SEBRING FL 33870



ISSUED: 09/09/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1409090004746