



CITY OF AVON PARK

Highlands County, Florida

110 East Main Street

Avon Park, Florida 33825

April 20, 2015

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

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, April 27, 2015, at 6:00 p.m., in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julian Deleon", is written over a horizontal line.

Julian Deleon
City Manager



CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St., Avon Park, FL
April 27, 2015
6:00 PM

A. OPENING

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

B. CITIZENS/OUTSIDE AGENCIES

4. Proclamation/ World Lupus Day: May 10
5. Proclamation/ Motorcycle Safety Awareness Month: May

C. CONSENT AGENDA:

6. Approve Regular Minutes, April 13, 2015

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

9. Brickell Building Marketing panel/committee update

E. ADMINISTRATIVE:

10. ABATE Lease Agreement for use at Mowerplex
11. Ordinance 10-15 Future Land Use (5 parcels)
12. Charter amendment discussion
13. Donaldson Park: Future plans
14. Contract of Field Maintenance of Ball Fields

15. Resolution 15-09 Airport debt resolution/ **Sanitation** repayment
16. Resolution 15-10 Airport debt resolution/ **General Fund** repayment

G. CITIZENS PARTICIPATION

H. ADJOURN

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

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THE WORLD LUPUS DAY PROCLAMATION

WORLD LUPUS DAY PROCLAMATION 2015

WHEREAS, lupus is an autoimmune disease that can cause severe damage to the tissue and organs in the body and, in some cases, death; and

WHEREAS, more than five million people worldwide suffer the devastating effects of this disease and each year over a hundred thousand young women, men and children are newly diagnosed with lupus, the great majority of whom are women of childbearing age; and

WHEREAS, medical research efforts into lupus and the discovery of safer, more effective treatments for lupus patients are under-funded in comparison with diseases of comparable magnitude and severity; and

WHEREAS, many physicians worldwide are unaware of symptoms and health effects of lupus, causing people with lupus to suffer for many years before they obtain a correct diagnosis and medical treatment; and

WHEREAS, there is a deep, unmet need worldwide to educate and support individuals and families affected by lupus; and

WHEREAS, there is an urgent need to increase awareness in communities worldwide of the debilitating impact of lupus;

NOW, THEREFORE, BE IT RESOLVED that 10 May 2015 is hereby designated as World Lupus Day on which lupus organizations around the globe call for increases in public and private sector funding for medical research on lupus, targeted education programs for health professionals, patients and the public, and worldwide recognition of lupus as a significant public health issue.

PROCLAMATION

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- Whereas,** motorcycles are increasingly used as a regular means of transportation; and
- Whereas,** the motorcycle is an energy-efficient vehicle that reduces fuel consumption, traffic and parking congestion; and
- Whereas,** the motorcycle is an important form of transportation for commuting, touring and recreation; and
- Whereas,** Citizens should recognize the fact that motorcycle operators have the same rights and privileges as operators of other vehicles on roads and highways; and
- Whereas,** with motorcycle ownership in Florida exceeding 1 million registered motorcycles, the Governor of the State of Florida, the National Highway Traffic Safety Administration and the Motorcycle Safety Foundation have typically named May as Motorcycle Safety Awareness Month; and
- Whereas,** states and motorcycle organizations across the country will be conducting a variety of activities to promote the importance of motorist awareness and safely sharing the road with motorcycles; and
- Whereas,** locally, ABATE of Florida, Inc. is highly involved in motorcycle safety through the Rider and Motorist Education Programs, which includes the Motorcycle Safety Awareness Program to educate the non-riding public on how to safely share the road with motorcycles; and
- Whereas,** ABATE of Florida, Inc. promotes friendship and safety among all motorcyclists using their motto of "American Bikers Aiming Towards Education" and "Zero Accidents, Zero Deaths"; and
- Whereas,** ABATE of Florida, Inc., Inerstate Chapter promotes safety and safe road conditions within Highlands County.

NOW, therefore, the Avon Park City Council do hereby proclaim
the month of May 2015 as **Motorcycle Safety Awareness Month in Avon Park, Florida.**

Adopted this 27th day of April in the year of our Lord 2015 by the Avon Park City Council.

Sharon Schuler, Mayor
Avon Park, Florida

Maria Sutherland, City Clerk
Avon Park, Florida

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CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
April 13, 2015
6:00 PM

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

Members Absent: None

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

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

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

- Council Minutes Regular Meeting March 23, 2015.

Motion by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to approve Consent
Agenda as presented. Motion passed unanimously.

COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS:

City Manager Julian Deleon went over rehab of R.O.W. parking. Example of parking area adjacent to
Auto Options. City Manager Julian Deleon suggested that before action is taken, the Council should
drive around Town to see other sites similar to this.

Attorney Gerald Buhr went over the settlement agreement with the eviction of Florida Aircraft Services
from the 80 X 80 Hanger and Mechanic Hanger at the Airport.

Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve
settlement agreement of \$18,000.00, plus deposit, payment with F.A.S. Motion passed unanimously.

ADMINISTRATIVE:

Brickell Building Marketing: Panel/ Committee. Mayor Sharon Schuler suggested Jean Jordan,
Charles Devlin, Robert King, and Councilman Terry Heston.

Motion made by Mayor Sharon Schuler, Seconded by Councilman Parke Sutherland to accept the
Mayor's recommendation. Motion carried 4 to 1 with Councilman Terry Heston abstaining.

Ag. Flying Contract: Mr. Wise was in the audience to let the Council know his attorney is reviewing
the proposed agreement.

Agreement with ECT: For contaminant extension of seconded contaminated site at airport...

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to enter into proposed agreement with ECT as presented for the contaminant of seconded contaminated site at the Airport. Motion passed unanimously.

Jahna Concrete Lease Addendum (2):

Motion made by Councilman Terry Heston, Seconded by Councilman Garrett Anderson, to approve extension of both leases to 2018. Motion passed unanimously.

Donaldson Park: Council discussed opportunities to improve the park's older infrastructure. Staff will provide a report with documentation to present to Council.

Resolution 15-07: Addendum to Personnel Rules and Regulations. City Manager Julian Deleon went over the changes proposed: Tobacco use, Bench Trials, and buy back of vacation/sick time at different times of the year.

Motion made by Councilman Parke Sutherland, seconded by Councilman Terry Heston to approve Resolution 15-07 as presented. Motion passed unanimously.

Resolution 15-08: Airport Master Plan.

Motion made by Councilman Garrett Anderson, Seconded by Councilman Terry Heston to approve Resolution 15-08 as presented. Motion passed unanimously.

CITIZEN PARTICIPATION:

Don Will expressed concerns of leaves not being picked up, and asked why staff did not pick up leaves. City Manager Julian Deleon suggested that our Ordinance reflects that leaves should be bagged. Mr. Will will contact City Manager Julian Deleon with his concerns.

Judy Talley, with Sight Unseen Enterprises, addressed the bathroom conditions at Donaldson Park. Mayor Sharon Schuler asked for more spot checks.

Arnold Davis addressed his concerns about speed bumps near the Aline McWhite Park. He requested speed bumps. The bathrooms were locked and the large pavilion was dirty. City Manager Julian Deleon stated more law enforcement will be sought to patrol.

Meeting adjourned at 7:13 PM

Attest

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

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LEASE AGREEMENT

This Agreement is made and executed between the CITY OF AVON PARK, a municipal corporation organized and existing under the laws of State of Florida, 110 East Main Street, Avon Park, FL 33825, herein called the Lessor, and ABATE OF FLORIDA SAFETY & EDUCATION, INC., 332 S. Woodland Blvd., Deland, FL 32720, herein called Lessee. -

WITNESSETH

1. **Description of Leased Premises:** Lessor hereby leases to Lessee and Lessee rents from Lessor as herein provided, the premises generally known as the vacant land used for lawnmower races as more clearly referred on the attached Exhibit "A". Lessee accepts the Premises AS-IS and WHERE-IS, situated in the City of Avon Park, County of Highlands, and the State of Florida. LESSOR makes no representation or warranty whatsoever as to the condition of the Premises, and Lessee shall inspect the premises before allowing ay occupation thereof to place signs, boundary or caution tape or other necessary notices of any dangerous ground conditions, dangerous equipment, attractive nuisances, or other dangerous locations on the premises that might create injury or damages to Lessee or Lessee's licensees, invitees or guests.

2. **Term:** The term of this Lease is for **(5) five days**, beginning on October 1, 2015, and ending on October 5, 2015. Possession shall be given October 1, 2015.

3. **Rent:** The total rent under this Lease shall be \$500.00 for the full 5 day term.

4. **Payment Date:** Rent is payable in advance by September 15, 2015.

5. **Use of Premises:** The premises are leased for use as a campground and motorcycle games. Lessee agrees to restrict the use of said premises to such purposes, and not use or permit the use of the premises for any other purpose without first obtaining the consent in writing or Lessors or their authorized agent. Lessee shall not use the premises in any manner except its use for the purposes for which the premises are leased, that would increase risks covered by insurance on the premises so as to increase the rate of the insurance on the premises, or cause cancellation of any insurance policy covering the building. Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist in the premises, or use or allow the premises to be used for any unlawful purpose. No business or commercial enterprise of any nature or kind whatsoever shall be conducted on the Premises other than as stated above. Lessee agrees that no gasoline, combustible materials, petrochemicals of any kind, or other "hazardous substances" as defined below will be stored on the premises other than within the petroleum tanks of motorcycles and other motor vehicles as designed by the manufacturer. Furthermore, Lessee shall not conduct or engage in any fueling or refueling of motorcycles or other motor vehicles on the premises. Lessee shall keep the Premises reasonably free of all trash, debris and garbage so as not to allow any unsightly appearance or any unsanitary condition to exist on or around the Premises.

6. **Environmental Protection:** LESSEE covenants and agrees to discharge only domestic waste in LESSOR'S sewer system, and such discharge flow will not exceed the amount contracted for with the City of Avon Park utilities department. LESSEE shall not allow any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9604 (14), pollutants or contaminants as defined in CERCLA, 42 USC 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5), or other similar applicable federal or state laws or regulations, including, but not limited to, asbestos, PCB's and urea formaldehyde, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever except as set forth in Section 2. LESSEE shall at all times comply with all applicable Environmental Laws applicable to the use of the Premises. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this Agreement, and includes, but is not limited to, the Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et. seq.), and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such are amended during the term of this Agreement.

7. **Payment of Utilities:** Lessee shall pay for all utilities and services furnished to the premises for the term of this Lease.

8. **Lessee Compliance with Rules and Laws:** The Lessee named herein, shall promptly execute and comply with all laws, statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, and City governments and of any and all of their departments and agencies applicable to said premises, or Lessee's use thereof, during said term and Lessee use thereof, during said term and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at his own cost and expense. Such City laws shall include ordinances, resolutions and the Avon Park Airport Rules attached hereto as Exhibit "B".

9. **Surrender of Premises:** Lessee shall surrender the premises to Lessor at the end of the lease term, or the end of any renewal thereof, in the same condition as when it took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms and including all renovations, alterations, and modifications made by Lessee. Lessee shall remove all business signs or symbols placed on the premises by it before redelivery of the premises to Lessor, and restore the portion of the premise on which they were placed in the same condition as before their placement, provided that Lessee is not required to remove any renovations, alterations, and modifications.

10. **Lessor's Entry for Inspection and Maintenance:** Lessor reserves the right to enter the premises at reasonable times to inspect the premises, Lessee agrees to permit Lessors to do so. Lessors may, in connection with such alterations, additions, or repairs erect scaffolding, fences, and similar structures, post relevant notices and place movable equipment without any obligation to reduce Lessee's rent for the premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

11. **Signs, Awning, Marquees, Etc.:** Lessee shall be permitted to place a sign on the perimeter of the property conforming to city codes.

12. **Indemnity and Insurance.** Lessee shall indemnify and save the Lessor, its officers, agents, and employees harmless from any and all loss, damage, and liability occasioned by, growing out of, or in any way arising or resulting from any dangerous conditions on the premises, tortious or negligent acts or omissions on the part of Lessee or Lessee's agents or employees, for any claim by the putative current tenants NASGRASS, and for any other related purpose. Lessee shall procure and maintain in full force and effect, during the term of this agreement, insurance issued by a reliable company or companies with for personal injury and property damage, in an amount not less than \$2.0 million per occurrence and \$2.0 million per event from an insurance company rated at least "A" by AM Best, naming Lessor as a co-insured with Lessee, with a rider specifically waiving any right of subrogation against the Lessor; and Lessee shall provide an officially executed copy of such policy to Lessor prior to any occupation or work on the Premises. Said insurance shall be in a form suitable to Lessor. The policy shall be sent to the CITY OF AVON PARK, FLORIDA, 110 East Main Street, Avon Park, FL 33825.

13. **Lessor's Remedies on Lessee's Breach:** If Lessee breaches this Lease, Lessors shall have the following remedies in addition to their other rights and remedies in such event:

a. **Reentry.** Lessors may reenter the premises immediately, and remove all Lessee's personal and property there from. Lessors may store the property in a public warehouse or at another place of their choosing at Lessee's expense or to Lessee's account.

b. **Termination.** Lessors may terminate the Lease immediately, by hand delivery of notice of termination to Lessee's representative onsite, or by e-mail to abatefl@att.net. Reentry only, without notice of termination, will not terminate this Lease.

c. **Lessor may recover from Lessee on terminating the Lease for Lessee's breach all damages proximately resulting from breach, including the cost of recovering the premises, and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the of the lease term, which sum shall be immediately due Lessor from Lessee.**

14. **Manner of Giving Notice:** Except as otherwise provided for reentry and termination of the Lease, notice given pursuant to the provisions of this Lease, or necessary to carry out its provisions shall be in writing and be

delivered personally to the persons to whom the notice is to be given, or mailed postage prepaid, addressed to such persons at the addresses hereinabove set forth.

15. **Effect of Lessors' Waiver:** Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver or breach of others, or of subsequent breach of the one waived.

16. **Lease Not Assignable; Applicable to Lessor's Licensees:** This Lease is not assignable by either party, however, Lessee shall have the right to license use of the premises by others for camping, motor home parking, and concessions. Any such license granted by the Lessee shall include clear notice of the prohibited uses provided in this Lease, along with a copy of the rules provided in Exhibit "B". Although Lessee may license other users as provided herein, Lessee shall be and remain responsible for all compliance with this Lease including such licensee's compliance with this Lease. Breach of this Lease and this paragraph by Lessee shall be cause for Lessor's reentry and termination and other "Lessor Remedies" as provided above herein.

17. **Permission From NASGRASS to Use Premises Obtained by Lessor.** Although no written lease exists with the current users and the current users use the premises sporadically, Lessee has obtained any necessary permission from the current users of the premises "NASGRASS", as reflected by the signature by NASGRASS below.

18. **One-Time Lease of the Premises not Tied to Future Events of Lessee.** Although this Lease is related to the Special Event called "Avon Park Autumn Bike Fest" planned by Lessee in the City and approved by the City under a separate agreement, the Parties agree that this is a one-time lease of the Premises, and the use of the Premises by Lessee is neither sought by Lessee, nor promised for future special events by Lessor. In the event that Lessee wishes to use the Premises coinciding with future events, each such use shall be specially requested of Lessor, and Lessor may refuse such future leases in its sole discretion.

19. **Radon Gas:** As required by law, Lessors make the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

WITNESS the hands and seals of the parties hereto have executed this agreement the day and year first above written :

ABATE OF FLORIDA SAFETY & EDUCATION, INC.

James D. Reichenbach, President

Shelly Johnston, Secretary

CITY OF AVON PARK , FLORIDA

Attested:

Sharon Schuler, Mayor

Maria Sutherland, City Clerk

Approved as to Form and Content:

Gerald T. Buhr, City Attorney

NASGRASS APPROVAL OF LEASED USE BY LESSEE

By: _____
Wes T. Pyburn, President

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ORDINANCE NO. 10-15

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF AVON PARK, FLORIDA, AMENDING FIVE (5) PARCELS (C013428A0000400000, C01342802000G00000, C01342802000H00000, C073429A0000200000, and C07342902000C00060) CONSISTING OF APPROXIMATELY 190-ACRES GENERALLY LOCATED NORTH OF LITTLE RED WATER LAKE, NORTH OF EAST CLARADGE ROAD, AND WEST OF SR 17 FROM COUNTY AGRICULTURE AND COUNTY LOW DENSITY RESIDENTIAL TO CITY MIXED-USE; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FINDING OF COMPLIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Council held meetings and hearings on the Future Land Use Map Amendment, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, in exercise of its authority the City Council has determined it necessary to adopt this Map Amendment to the Comprehensive Plan, which is marked as Exhibit "A" and attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Avon Park; and

WHEREAS, in exercise of its authority the City Council has determined that the parcels, as marked on Exhibit "A", consist of approximately 190-acres and are the subject of this ordinance and represent a change to the Future Land Use Map by changing the Future Land Use designation from County Agriculture and County Low Density Residential to City Mixed-Use;

NOW, THEREFORE, be it enacted by the City Council of the City of Avon Park, Florida, as follows:

Section 1. The Future Land Use Map is hereby amended to include the map amendment set forth in Exhibit "A," attached hereto and incorporated herein by reference, which applies the Future Land Use designation of "City Mixed-Use" to the parcels designated on such Exhibit.

Section 2. If any provision or portion of this Ordinance is declared by any court of

competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3. A certified copy of this enacting ordinance and certified copy of the City of Avon Park Comprehensive Plan shall be located in the Office of the City Clerk of Avon Park. The City Clerk shall also make copies available to the public for a reasonable publication charge.

Section 4. Within ten (10) days of final passage and adoption of this Ordinance, the City of Avon Park shall forward a copy hereof, and all supporting data and analysis, to the Florida Department of Economic Opportunity and any other agency or local government that provided timely comments to the City, as required by Section 163.3184(3)(c)2, *Florida Statutes*.

Section 5. The effective date of the plan amendment adopted by this Ordinance shall be thirty-one (31) days after the Florida Department of Economic Opportunity notifies the City of Avon Park that the plan amendment package is complete, or, if the plan amendment is timely challenged, the date on which the Florida Department of Economic Opportunity or the Administration Commission, whichever is applicable, enters a final order finding the amendment to be in compliance in accordance with Section 163.3184(3)(c)4, *Florida Statutes*.

INTRODUCED AND PASSED on First Reading at the regular meeting of the Avon Park City Council held on the 26th day of January, 2015.

PASSED AND DULY ADOPTED, on second reading at the meeting of the Avon Park City Council duly assembled on the 27th day of April, 2015.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Maria Sutherland, City Clerk

Approved as to form:

Gerald T. Buhr, City Attorney

Motion made by _____ seconded by _____.

The vote was ___ for ___ against with ___ abstentions and ___ absent



**CITY OF AVON PARK
LARGE SCALE FUTURE LAND USE MAP AMENDMENT
OVERVIEW REPORT
April 27, 2015**

TO: City of Avon Park City Council

FROM: Jeff Schmucker, Senior Planner, Central Florida Regional Planning Council

SUBJECT: **Ordinance No. 10-15**

Large Scale Future Land Use Map Amendment:

A City-initiated request to change the Future Land Use designation of approximately 190.0 acres of land located north of Little Red Water Lake, north of East Claradge Road, and west of SR 17 from County Agriculture and County Low Density Residential to City Mixed Use. The proposed Future Land Use Map amendment consists of five parcels identified by parcel ID numbers C013428A0000400000, C01342802000G00000, C01342802000H00000, C073429A0000200000, and C07342902000C00060.

AGENDA & HEARING DATE:

January 13, 2015: Planning & Zoning Board Meeting (Public Hearing)

January 26, 2015: City Council Meeting (Transmittal Public Hearing)

April 27, 2015: City Council Meeting (Adoption Public Hearing)

PLANNING & ZONING BOARD ACTION:

On Tuesday, January 13, 2015, the City of Avon Park Planning & Zoning Board voted unanimously to forward the proposed City-initiated Future Land Use Map Amendment to the City Council **with a recommendation of approval.**

CITY COUNCIL ACTION:

On Monday, January 26, 2015, the Avon Park City Council unanimously voted to forward the proposed City-initiated Future Land Use Map Amendment (Ordinance No. 10-15) to the Department of Economic Opportunity for Review.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) REVIEW:

The Florida Department of Economic Opportunity (DEO) and other state review agencies have reviewed the proposed City-initiated Future Land Use Map Amendment (Ordinance No. 10-15) and had no objections.

ATTACHMENTS:

- Ordinance No. 10-15
- Location Map
- Aerial Photo Map
- Existing Future Land Use Map
- Proposed Future Land Use Map

OVERVIEW:

Applicant	City of Avon Park
Property Owner	Ben Hill Griffin, Inc.
Parcel IDs	
Parcel #1	C013428A0000400000
Parcel #2	C01342802000G00000
Parcel #3	C01342802000H00000
Parcel #4	C073429A0000200000
Parcel #5	C07342902000C00060
Acreage (Total)	190.0 acres
Parcel #1	160.0 acres
Parcel #2	8.0 acres
Parcel #3	4.0 acres
Parcel #4	11.0 acres
Parcel #5	7.0 acres
Existing Future Land Use	County Agriculture and County Low Density Residential
Proposed Future Land Use	City Mixed-Use
Previous Hearings	None

The City of Avon Park (applicant) is requesting a Large Scale Future Land Use Map Amendment to change the Future Land Use designation of five (5) parcels of land consisting of approximately 190.0 acres from the Future Land Use of County Agriculture and County Low Density Residential to City Mixed-Use. The subject parcels are located north of Little Red Water Lake, north of East Claradge Road, and west of SR 17 (see attached Aerial Photo Map).

REASON FOR REQUEST:

The proposed Future Land Use of Mixed-Use is requested in order to provide flexibility in the potential future development of the subject parcels.

STANDARDS FOR EVALUATION OF PROPOSED PLAN AMENDMENTS

The City Council shall consider and evaluate the proposed amendments against the following:

- *Consistency with the Comprehensive Plan*
- *Land Use Analysis*
- *Public Facilities and Services Analysis*

Consistency with the Comprehensive Plan:

The request is to change the Future Land Use designation of the subject parcels from County Agriculture and County Low Density Residential to City Mixed-Use. Descriptions for both the existing and proposed Future Land Use designations are provided as follows:

Existing – Future Land Use

County Future Land Use Element, Policy 1.2.D.1. – Agriculture:

Agriculture is the predominant land use for the rural areas of Highlands County. This category encompasses those activities generally associated with rural settlements, active agriculture including bio fuel feedstock and other resource based activities, and recreation and open space.

A general summary of the residential density/intensity permitted within the Agriculture Future Land Use designation as provided in the Future Land Use Element of the Highlands County Comprehensive Plan is as follows:

- Starting Density: 0.20 or less, units per acre, or one (1) dwelling for every five acres.
- Maximum Density: 1 unit per 1 acre on the receiving parcel with a density transfer pursuant to a transfer of development rights or clustering;

Additional Allowable Uses: Places of worship; emergency support services. Public schools (Elementary & Middle) consistent with Policy 1.5.1 of the Public School Facilities Element; to serve the rural population to the greatest extent possible collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum; and gallery.

County Future Land Use Element, Policy 1.2.D.2. – Low Density Residential:

This land use classification requires large lots for single-family housing which is typical of estate subdivisions or ranchettes. This land use is primarily utilized as a means to define the transition to agrarian settlement patterns within the County, such as in Existing Rural Villages. It performs the function of an urban/rural threshold around the urban cores. Low Density Residential should be the primary land use option for the development of less accessible lands or less useable lands on the Lake Wales Ridge.

- a. Starting Density: 1.00 units per acre.
- b. Maximum Density: 3.00 units per acre.
- c. Additional Allowable Uses: Public schools (Elementary & Middle); collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.

Proposed – Future Land Use

City Future Land Use Element, Policy 1.9 – Mixed-Use:

This Future Land Use designation shall be applied outside of the Downtown Commercial/Main Street area of the City. This designation shall apply to developments in which a mix of interconnected residential and non-residential uses (commercial, office, light industrial, institutional, and civic uses) are planned. Such development shall be served by central water and wastewater services. A balanced mix of residential and non-residential uses including

residences, shops, work places, parks, and other urban uses shall allow for internal capture of daily trips as well as interconnectivity for vehicle and pedestrian access.

The Mixed Use designation shall be subject to a master plan through the Planned Development zoning district. In order to achieve a balanced mix of uses, the land uses should be provided within the following ranges:

- a. Residential: Up to 60% of acreage
- b. Retail/Office/Light Industrial: Up to 60% of acreage
- c. Recreation/Open Space/Public/Civic Space: At least 30% of gross site area.
- d. Maximum Density: 16 dwelling units per acre
- e. Maximum Intensity - Floor Area Ratio: 1.0 FAR

The proposed designation of Mixed-Use is consistent with the City’s Comprehensive Plan in that it targets the City’s goals, objectives, and policies to provide a planned mix of interconnected residential and non-residential development. Properties with a Mixed-Use Future Land Use specifically strengthen the City’s objectives in achieving sustainable cities development techniques in accordance with Objective 7 of the Future Land Use Element of the City’s Comprehensive Plan. Additionally, per the requirements of Policy 1.9 of the Future Land Use element of the City’s Comprehensive, the owner/developer shall be required to rezone the subject parcels to a Planned Unit Development (PUD) prior to any development. Although the City is not currently seeking a rezoning at this time, the Mixed-Use designation will be consistent with the inherent zoning of the subject parcels when rezoned.

Land Use Analysis

Lands surrounding the subject parcels are generally classified by a mix of County Agriculture to the north and Low to Medium Density Residential to the south. The Land Use matrix below outlines the existing and proposed Future Land Use of the subject parcels and the existing Future Land Use of surrounding parcels (Existing and Proposed Future Land Use maps are attached for reference).

Land Use Matrix

Northwest	North	Northeast
FLU: County Agriculture and County Medium Density Residential	FLU: County Agriculture	FLU: County Agriculture
West	Subject Property	East
FLU: County Agriculture and County Medium Density Residential	FLU: <u>Existing:</u> County Agriculture and County Low Density Residential <u>Proposed:</u> City Mixed-Use	FLU: County Agriculture
Southwest	South	Southeast
FLU: County Low and Medium Density Residential	FLU: County Low and Medium Density Residential	FLU: County Agriculture and County Medium Density Residential)

The existing development density/intensity permitted by the current County Future Land Use designations of the subject parcels allows for approximately 72 residential dwellings (36 for the Agriculture portions and 36 for the Low Density Residential portions). Under the proposed Future Land Use designation of City Mixed-Use, the maximum potential residential build-out would be approximately 1,824 residential dwellings, a change of approximately 1,752 total dwelling units. Please note that this calculation represents the maximum potential for residential development and that no actual development proposals have been presented at this time. Due to the potential variability of residential to non-residential mix of development on the subject parcels, a more detailed and specific land use analysis shall be required at the time of PUD zoning approval in order to evaluate potential land use impacts on surrounding properties associated with the development proposal of the PUD.

Public Facilities and Services Analysis:

The following is a summary analysis of the potential impacts on existing public facilities and services. Please note that additional analysis may need to be conducted prior to zoning approval and any development on the subject parcels.

Potable Water, Sanitary Sewer and Solid Waste:

The City does not currently provide potable water, sanitary sewer, or solid waste collection for the subject parcel. However, capacity exists within the City's system to provide these services. Additional analysis and facility improvements may be required prior to zoning approval and development of the subject parcels.

Transportation/Traffic:

Current access to the property is from East Claradge Avenue via State Road 17. East Claradge Avenue is a paved local road maintained by Highlands County. At the time of development approval, a detailed traffic analysis will be required to ensure concurrency for the project.

Public Schools:

The amendment has been provided to the Highlands County School Board (HCSB) for review of school facilities. The review considers potential impacts based on the maximum residential density under the City Mixed-Use Future Land Use designation. Based on the HCSB review, capacity exists within the Highlands County Public School system to facilitate the potential build-out. Additional analysis will need to be conducted prior to zoning approval and development of the subject parcels.

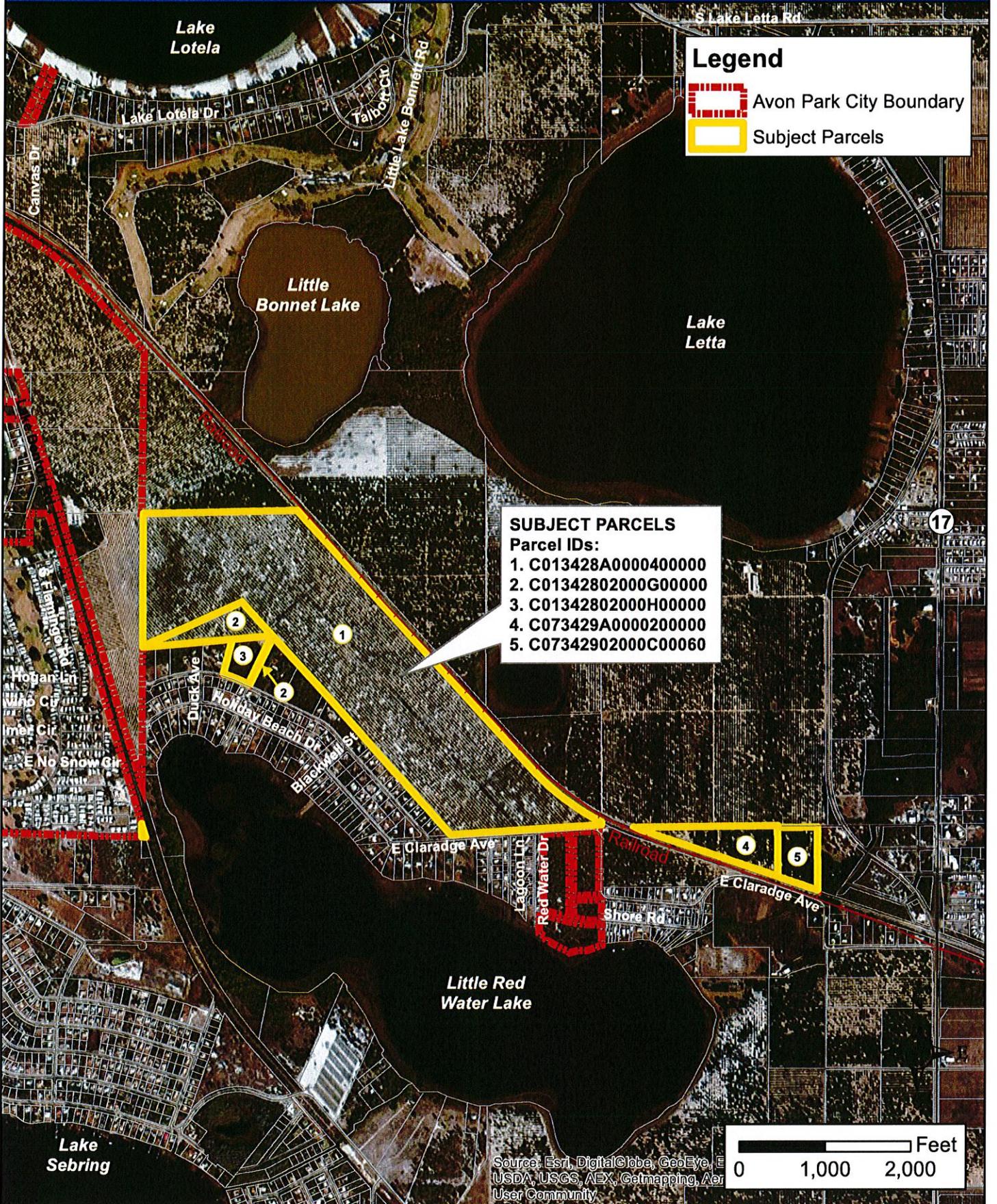
Recreation/Open Space:

Because lands designated as Mixed-Use are subject to a Planned Unit Development zoning, provisions for recreation facilities shall be provided on the subject parcels. Recreation and open space requirements per the City's regulations for Planned Unit Developments shall be reviewed and evaluated prior to zoning approval and development of the subject parcels.

CITY COUNCIL MOTION OPTIONS:

1. I move the City Council **approve** the City-initiated Future Land Use Map Amendment (Ordinance No. 10-15).
2. I move the City Council **approve with changes** the City-initiated Future Land Use Map Amendment (Ordinance No. 10-15).
3. I move the City Council **deny** the City-initiated Future Land Use Map Amendment (Ordinance No. 10-15).

HIGHLANDS COUNTY AND CITY OF AVON PARK LOCATION MAP

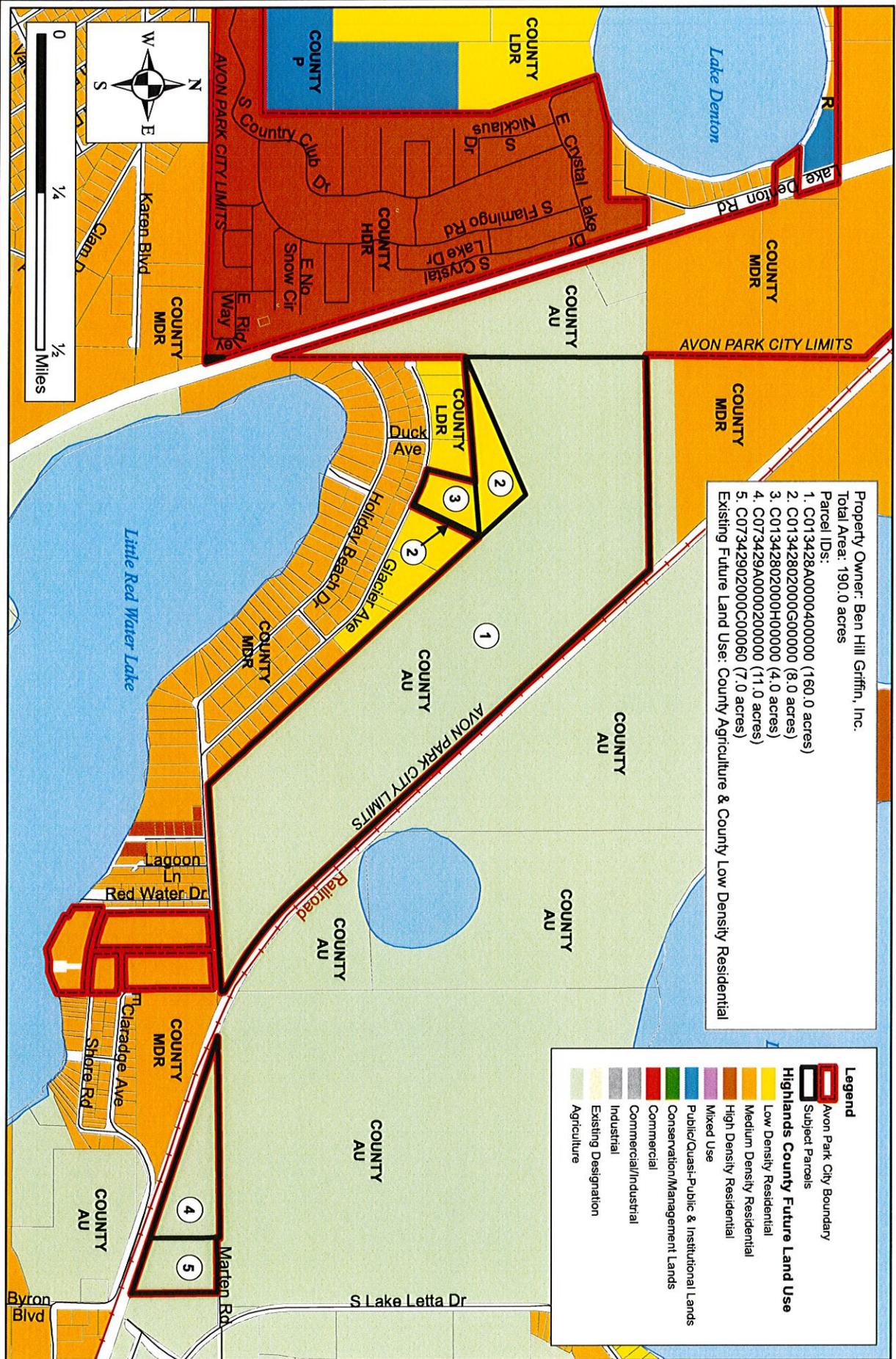


CITY OF AVON PARK AERIAL PHOTO MAP

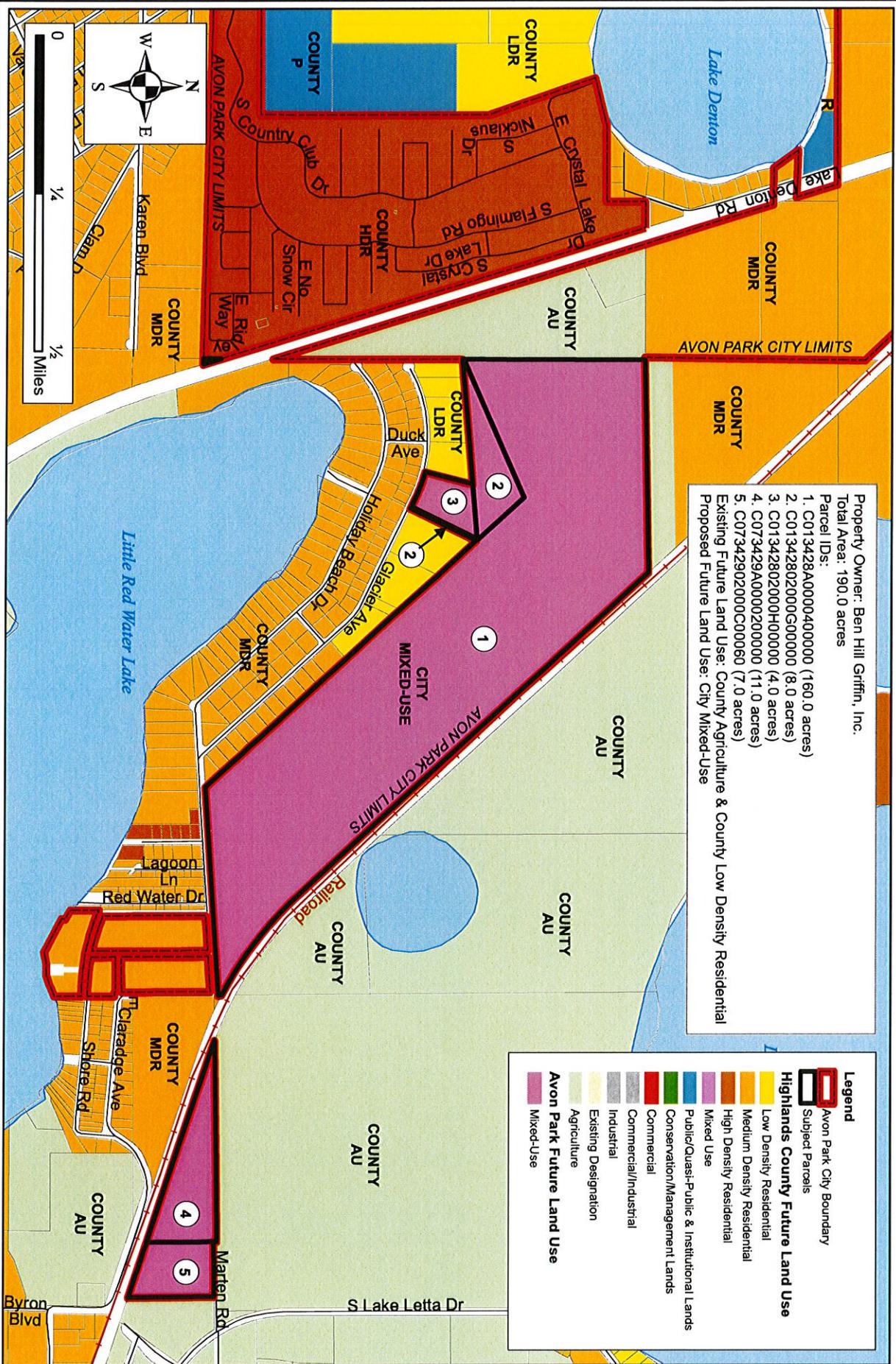


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

CITY OF AVON PARK EXISTING FUTURE LAND USE MAP ORDINANCE NO. 10-15



CITY OF AVON PARK PROPOSED FUTURE LAND USE MAP ORDINANCE NO. 10-15



Property Owner: Ben Hill Griffin, Inc.
 Total Area: 190.0 acres
 Parcel IDs:
 1. C013428A0000400000 (160.0 acres)
 2. C013428020000G00000 (8.0 acres)
 3. C01342802000H00000 (4.0 acres)
 4. C073429A0000200000 (11.0 acres)
 5. C07342902000C000060 (7.0 acres)
 Existing Future Land Use: County Agriculture & County Low Density Residential
 Proposed Future Land Use: City Mixed-Use

Legend

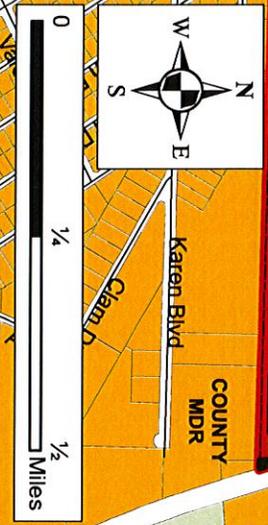
- Avon Park City Boundary
- Subject Parcels

Highlands County Future Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Public/Quasi-Public & Institutional Lands
- Conservation/Management Lands
- Commercial
- Commercial/Industrial
- Industrial
- Existing Designation
- Agriculture

Avon Park Future Land Use

- Mixed-Use



Bonnie Barwick

E 13

From: Julian Deleon
Sent: Thursday, April 16, 2015 9:41 PM
To: Bonnie Barwick
Cc: Maria Sutherland
Subject: Agenda Visioning Process for Donaldson Park
Attachments: donaldson park.docx

Bonnie,

Please call each Council member and provide two colored copies of the attached existing site plan. You can use the City Vehicle and deliver to their location. Please include this email. They can markup the site plan document any way they want. It would be helpful to have a legend.

If returned back to you or Maria by next Tuesday, their views can be included in the packet for the other elected officials to consider prior to the meeting. The elements under consideration are as follows: (they can add anything else deemed necessary.)

1. Redesign of the parking lot.
2. Complete full circle of the 8-ft multipath with lighting for exercise trail.
3. Tennis courts, keep 4 or just 2? Use the remaining 2 for basketball or added parking?
4. Boat Ramp Road improvements or redesign.

Julian Deleon

City Manager of Avon Park

Corporate Limits located within Highlands County District 1 & 2

110 E. Main Street

Avon Park, FL 33825

www.avonpark.cc

Office: 863-452-4403

Fax: 863-452-4413

Cell: 863-443-4884



VERONA

124.62

374.37

374.37

75.00

75.00

124.61

175.00

100.00

100.00

124.59

1501.70

53.45

51.87

57.79

54.60

338.00

57.29

75.87

82.06

83.29

E 14

MAINTENANCE AGREEMENT

This Agreement is entered into on this the 29 day of December, 2005 by and between **Avon Park Youth Football**, a Florida non profit corporation, whose address is P.O. Box 218, Avon Park, Florida 33826 (hereinafter **APYF**), and **City of Avon Park, Florida**, a municipality of the State of Florida, whose address is 110 E. Main Street, Avon Park, Florida 33825, (hereinafter "**CITY**") on the following terms and condition, to wit:

WITNESSETH:

WHEREAS, CITY is owner of the Memorial Field, (hereinafter "football field"); and **WHEREAS**, the Memorial Field, football field is utilized by APYF for the promotion play of Pop Warner football and other football activities; and

WHEREAS, the CITY and APYF wish to ensure the performance of routine and proper maintenance of the fields and facilities at Memorial Field; and

NOW THEREFORE, in consideration of the above recitals and for \$10.00 and other good and valuable consideration, payment and receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows.

1. That APYF will pay the electric bill for locker room, concession stand and press box annually and for the lights only during the football season.
2. The CITY also agrees to perform maintenance at Memorial Field in accordance with the maintenance schedule provided in exhibit "A".

EXHIBIT "A"

- A. Mow the playing fields as needed on a weekly basis including edging, sweeping, and trimming of the Ball Park.
 - B. Provide water, water the fields, and maintain water lines and sprinklers.
 - C. Spray for mole crickets and fire ants.
 - D. Dispose of trash, clean and maintain restroom facilities.
 - E. Maintain all permanent structures including fencing.
 - F. Notify "APYF" when chemicals are applied to the fields for safety reasons.
 - G. Replace and maintain lights as needed.
3. That APYF agrees to administer the Pop Warner Boys and Girls Programs and maintain facilities as follows:
- A. Registration of youth football and girls cheerleading of all ages.
 - B. Schedule games.
 - C. Provide volunteer directors, coaches and concessions staff.
 - D. Provide and compensate referees and umpires.
 - E. Provide sports accident insurance and general liability insurance for all participants.
 - F. Provide league directors and officers liability insurance in the amount of \$1,000,000.
 - G. Pay for franchising of all leagues.
 - H. Provide yearly maintenance of air conditioning unit at press box, concession stand and locker room.
 - I. Provide to pay for materials to line field for games.

4. This Agreement shall commence on the date of execution hereof and continuing year to year on July 1st of each year, unless and until either party cancels this Maintenance Agreement by giving thirty (30) days written notice to the other party at its last known address. However, the effective date shall not commence until accepted and approved the CITY and APYF.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 29th day of December 2005.

WITNESSES AS TO APYF:

AVON PARK YOUTH FOOTBALL
Florida non-profit corporation

Michelle L. Lucas
Printed Name: Michelle L. Lucas

Printed Name: _____

BY Shannon Hendrix
Shannon Hendrix, President

Thomas A. Macklin
Thomas A. Macklin, Mayor

ATTEST:

Sarah Adelt
Sarah Adelt, City Clerk

Approved as to form:

Michael M. Disler, City Attorney

MAINTENANCE AGREEMENT

This Agreement is entered into on this the 27th day of October, 2005 by and between **Avon Park Softball Inc.**, a Florida non profit corporation, whose address is P.O. Box 255, Avon Park, Florida 33826 (hereinafter **APSB**), and **City of Avon Park, Florida**, a municipality of the State of Florida, whose address is 110 E. Main Street, Avon Park, Florida 33825, (hereinafter "**CITY**") on the following terms and condition, to wit:

W I T N E S S E T H:

WHEREAS, CITY is owner of the Lucy Derkman complex (hereinafter "Complex");

and

WHEREAS, the Complex is utilized by APSB for the promotion play of Avon Park Softball and other softball activities; and

WHEREAS, the CITY and APSB wish to ensure the performance of routine and proper maintenance of the fields and facilities at Complex; and

NOW THEREFORE, in consideration of the above recitals and for \$10.00 and other good and valuable consideration, payment and receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows.

1. That APSB will pay for the electric bill for usage during the softball season.
2. The CITY also agrees to perform maintenance of the Complex in accordance with the maintenance schedule provided in exhibit "A".

EXHIBIT "A"

- A. Mow the playing fields as needed on a weekly basis including edging, sweeping, and trimming of the Ball Park.
 - B. Provide water, water the fields, and maintain water lines and sprinklers.
 - C. Spray for mole crickets.
 - D. Work the clay and roto till.
 - E. Dispose of trash, clean and maintain restroom facilities.
 - F. Maintain all permanent structures including fencing.
 - G. Notify "APSB" when chemicals are applied to the fields for safety reasons.
 - H. Provide the equipment and materials for lining of the fields.
 - I. Replace and maintain lights as needed.
3. That APSB agrees to administer the ISA Youth Girls Softball Programs and maintain facilities as follows:
- A. Registration of youth softball for girls of all ages.
 - B. Schedule games.
 - C. Provide volunteer directors, coaches and concessions staff.
 - D. Provide and compensate umpires.
 - E. Provide sports accident insurance and general liability insurance for all participants.
 - F. Provide league directors and officers liability insurance in the amount of \$1,000,000.
 - G. Pay for franchising of all leagues.
 - H. Provide maintenance and upkeep of the batting cage facilities.

- I. Provide yearly maintenance of air conditioning unit.
- J. Line fields for Games.

4. This Agreement shall commence on the date of execution hereof and continuing year to year on an automatically renewable basis, unless and until either party cancels this Maintenance Agreement by giving thirty (30) days written notice to the other party at its last known address. However, the effective date shall not commence until accepted and approved the CITY and APSB.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 27th day of OCTOBER 2005.

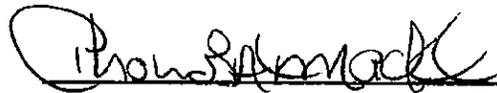
WITNESSES AS TO APB:

AVON PARK SOFTBALL, INC. a
Florida non-profit corporation


Printed Name: Michelle L. Cuevas

BY: 
Amanda Davidson, President

Printed Name: _____


Thomas A. Macklin, Mayor

ATTEST:

Sarah Adelt, City Clerk

Michael M. Disler, City Attorney

MAINTENANCE AGREEMENT

COPY

This Agreement is entered into on this the 10th day of October, 2005 by and between **Avon Park Baseball, Inc.**, a Florida non profit corporation, whose address is P.O. Box 1907, Avon Park, Florida 33825 (hereinafter **APB**), and **City of Avon Park, Florida**, a municipality of the State of Florida, whose address is 110 E. Main Street, Avon Park, Florida 33825, (hereinafter "**CITY**") on the following terms and condition, to wit:

WITNESSETH:

WHEREAS, **CITY** is owner of the Durrah Martin complex (hereinafter "**Complex**"); and

WHEREAS, the **Complex** is utilized by **APB** for the promotion play of Dixie Youth Baseball and other youth baseball activities; and

WHEREAS, the **CITY** and **APB** wish to ensure the performance of routine and proper maintenance of the fields and facilities at **Complex**; and

NOW THEREFORE, in consideration of the above recitals and for \$10.00 and other good and valuable consideration, payment and receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows.

1. That **APB** will donate \$2,000.00 annually to the **CITY** to be applied toward the baseball season electric bill at the **Complex**.
2. The **CITY** also agrees to perform maintenance of the **Complex** in accordance with the maintenance schedule provided in exhibit "A".

EXHIBIT "A"

- A. Mow the playing fields as needed on a weekly basis including edging, sweeping, and trimming of the Ball Park.
 - B. Provide water, water the fields, and maintain water lines and sprinklers.
 - C. Spray for mole crickets.
 - D. Work the clay and roto till.
 - E. Replace and maintain lights as needed and pay electric bill.
 - F. Dispose of trash, clean and maintain restroom facilities.
 - G. Maintain all permanent structures including fencing.
 - H. Notify "APB" when chemicals are applied to the fields for safety reasons.
 - I. Provide the equipment and materials for lining of the fields.
3. That APB agrees to administer the Dixie Youth and Boys Baseball Programs and maintain facilities as follows:
- A. Registration of youth for T-Ball, Pitching Machine, Minor League, Major League and Boys Baseball.
 - B. Schedule games.
 - C. Provide volunteer directors, coaches and concessions staff.
 - D. Provide and compensate umpires.
 - E. Provide sports accident insurance and general liability insurance for all participants.
 - F. Provide league directors and officers liability insurance in the amount of \$1,000,000.
 - G. Pay for franchising of all leagues.
 - H. Provide maintenance and upkeep of the batting cage facilities.
 - I. Provide yearly maintenance of air conditioning unit.

J. Line fields for Games.

4. This Agreement shall commence on the date of execution hereof and continuing year to year on an automatically renewable basis, unless and until either party cancels this Maintenance Agreement by giving thirty (30) days written notice to the other party at its last known address. However, the effective date shall not commence until accepted and approved the CITY and APB.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 10th day of October 2005.

WITNESSES AS TO APB:

AVON PARK BASEBALL, INC. a
Florida non-profit corporation

Printed Name: _____

BY: _____

Kevin McIntyre, President

Cheryl Tietjen
Printed Name: Cheryl Tietjen

Thomas A. Macklin
Thomas A. Macklin, Mayor

ATTEST:

Sarah Adelt
Sarah Adelt, City Clerk

Approved as to form:

Michael M. Disler
Michael M. Disler, City Attorney

MAINTENANCE AGREEMENT

This Agreement is entered into on this the _____ day of _____, 200__ by and between **Avon Park Baseball, Inc.**, a Florida non profit corporation, whose address is P.O. Box 1907, Avon Park, Florida 33825 (hereinafter **APB**), and **City of Avon Park, Florida**, a municipality of the State of Florida, whose address is 110 E. Main Street, Avon Park, Florida 33825, (hereinafter "**CITY**") on the following terms and condition, to wit:

W I T N E S S E T H:

WHEREAS, CITY is owner of the Durrah Martin complex (hereinafter "Complex"); and

WHEREAS, the Complex is utilized by APB for the promotion play of Dixie Youth Baseball and other youth baseball activities; and

WHEREAS, the CITY and APB wish to ensure the performance of routine and proper maintenance of the fields and facilities at Complex; and

NOW THEREFORE, in consideration of the above recitals and for \$10.00 and other good and valuable consideration, payment and receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows.

1. That APB will donate \$2,000.00 annually to the CITY to be applied toward the baseball season electric bill at the Complex.
2. The CITY also agrees to perform maintenance of the Complex in accordance with the maintenance schedule provided in exhibit "A".

EXHIBIT "A"

- A. Mow the playing fields as needed on a weekly basis including edging, sweeping, and trimming of the Ball Park.
 - B. Provide water, water the fields, and maintain water lines and sprinklers.
 - C. Spray for mole crickets.
 - D. Work the clay and roto till.
 - E. Replace and maintain lights as needed and pay electric bill.
 - F. Dispose of trash, clean and maintain restroom facilities.
 - G. Maintain all permanent structures including fencing.
 - H. Notify "APB" when chemicals are applied to the fields for safety reasons.
 - I. Provide the equipment and materials for lining of the fields.
3. That APB agrees to administer the Dixie Youth and Boys Baseball Programs and maintain facilities as follows:
- A. Registration of youth for T-Ball, Pitching Machine, Minor League, Major League and Boys Baseball.
 - B. Schedule games.
 - C. Provide volunteer directors, coaches and concessions staff.
 - D. Provide and compensate umpires.
 - E. Provide sports accident insurance and general liability insurance for all participants.
 - F. Provide league directors and officers liability insurance in the amount of \$1,000,000.
 - G. Pay for franchising of all leagues.
 - H. Provide maintenance and upkeep of the batting cage facilities.
 - I. Provide yearly maintenance of air conditioning unit.

J. Line fields for Games.

4. This Agreement shall commence on the date of execution hereof and continuing year to year on an automatically renewable basis, unless and until either party cancels this Maintenance Agreement by giving thirty (30) days written notice to the other party at its last known address. However, the effective date shall not commence until accepted and approved the CITY and APB.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this _____ day of _____ 200__.

WITNESSES AS TO APB:

AVON PARK BASEBALL, INC. a
Florida non-profit corporation

Printed Name: _____

BY: _____
Kevin McIntyre, President

Printed Name: _____

Thomas A. Macklin, Mayor

ATTEST:

Sarah Adelt, City Clerk

Approved as to form:

Michael M. Disler, City Attorney

INTERLOCAL AGREEMENT

This Agreement is made between the CITY OF AVON PARK, hereinafter referred to as "City," the THE SCHOOL BOARD OF HIGHLANDS COUNTY, hereinafter referred to as "Board," as the AVON PARK DIAMOND CLUB, INC., hereinafter referred to as "Club," on the following terms and conditions, to-wit:

W I T N E S S E T H :

WHEREAS, this Agreement is made to specify each party's responsibilities in maintaining Charles R. Head Field; this Agreement in no way negates the lease agreement between the City and Board signed on June, 20, 1978, for a principal term of forty (40) years; and

WHEREAS, Charles R. Head Field is a tradition in the City of Avon Park, and it has served as the home of several state champions, as well as host of state tournaments, North-South All-Star Games and the Dixie Major World Series; it has provided an economic boost to the City and Highlands County, as each of these major events has brought people to Avon Park, some to stay for up to eight days; it has also promoted pride in the young men that have played on this once beautiful field, which was the envy of all who came to Avon Park; all parties agree that the tradition and heritage at Charles R. Head Field is an important element in our school and community. It is with these thoughts in mind that this Agreement developed.

NOW, THEREFORE, all parties agree to the following conditions to return the field to top-condition and maintain it that way:

1. CITY

(a) Will maintain and allow use of equipment listed on Attachment "A" (including mower), which is not a part of this Agreement, for Club use on Charles R. Head Field.

(b) Will continue to pay all water bills; however, to mitigate the cost to the City for the irrigation of the field, the Board and the City agree to share equally in the installation of an irrigation well at Charles R. Head Field. The Board shall be responsible for routine preventive maintenance on the irrigation pump(s). Should the irrigation pump(s) require replacement, the Board and City shall share equally in

the replacement costs.

(c) Will provide manpower, gas, oil, and other essentials to mow practice infield and playing field three (3) times per week from April through September and two (2) times per week from October through March.

(d) Will provide all regular maintenance service on mechanical equipment as well as repair all broken mechanical equipment.

(e) Will provide upkeep of common ground areas, i.e. parking areas.

(f) Will provide clay and top dressing materials.

(g) Will provide materials and line and paint field for games.

2. BOARD

(a) Will continue to pay all electric bills incurred by school use.

(b) Will continue to provide the same financial support for fertilizer, pesticides, and herbicides as with the other athletic facilities in the county. (Currently \$1,700 per year)

(c) Will provide Capital Outlay money for items declared as a safety item involving hazard to life, or an emergency item as determined by Board's Health/Safety person when and if possible. Other maintenance and improvement of structures will be addressed by Avon Park High School through the project list.

(d) Will provide maintenance to plumbing, electrical (including lighting), and irrigation system on same basis as provided to other Board owned or leased athletic facilities in County (Work orders are to be sent by the principal/designee of Avon Park High School.)

(e) Will authorize the principal/designee of Avon Park High School to coordinate with APCI for work crew on an as needed basis.

3. CLUB

(a) Will provide all maintenance of playing field and practice infield surfaces that are over and above mowing, to include weeding, edging, chemical applications, laser leveling and drainage adjustments, top dressing, aerating, verticut, and insecticide application.

(b) Will request permission from principal of Avon Park High School (and Board when appropriate) prior to any additions/deletions/renovations to facilities at Head Field.

(c) Will provide all chemical and fertilizer costs above those supplied by Board.

(d) Will provide a list of personnel to City Manager of persons authorized and trained to use mower equipment.

(e) Will provide a list of five persons to City Manager of persons authorized to use the Sand Pro.

A. EQUIPMENT OPERATION - LIABILITY FOR USE.

City shall hold the other parties harmless to the extent permitted by law for any injury to its employees and/or third parties and for damage to any property occurring during use of operation of any equipment used for maintenance on Charles R. Head Field by such party.

B. EQUIPMENT MAINTENANCE.

City shall properly maintain equipment. Equipment shall be thoroughly checked prior to each use. Each party agrees to notify City Manager if it has any information that any maintenance is required. If any needed maintenance is deemed to jeopardize the operation of the equipment, the equipment shall not be used by either party until such maintenance is completed, which City agrees to complete within a reasonable time.

C. TRAINING

City and Club will be responsible for the coordination and necessary training for their personnel on the power equipment. This will be coordinated with the appropriate parties.

D. City, Board and Club agree to promptly comply with all statutes, ordinances, rules, orders, regulation and requirements of Federal, State and City Governments, and of any and all departments or bureaus applicable to said premises. It is not the intention of this paragraph to submit the premises to any rules and regulations to which they are not already subject.

E. City and Club agree to indemnify and save Board harmless to the extent permitted by law from the negligence of City and Club, their agents, servants, and employees not occasioned by or the direct result of the negligence or willful misconduct of Board. Board agrees to indemnify

and save City and Club harmless to the extent permitted by law from the negligence of Board, its agents, servants and employees not occasioned by or the direct result of the negligence or willful misconduct of City and Club and Club further agrees to indemnify and save Board and City harmless from any and all fines, claims, demands and action of any kind or character resulting from or brought about by reason of Board and Club's occupation of or presence on the subject premises, or of Board and Club's breach, violation, nonperformance of any condition of this Agreement, and further, not to do or refrain from doing any act or thing or allow any condition to exist that would directly or indirectly increase the rates of insurance or to create any hazard on the subject premises.

F. The Club shall maintain as coverage as required under paragraph "F" hereof. The Club shall obtain public liability and bodily insurance for the minimum coverage of \$500,000 per occurrence and \$500,000 aggregate combined single limit bodily injury and property damage with the Board, City and the Club listed as the named insured. A copy of this coverage shall be bound in writing to the Board and City prior to this Agreement becoming valid.

G. EFFECTIVE DATE.

This Interlocal Agreement shall become effective upon execution by all parties.

H. BINDING AGREEMENT.

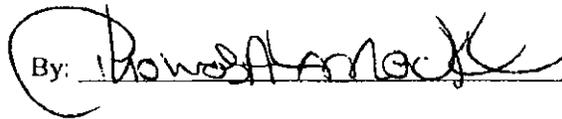
This Interlocal Agreement is binding upon the parties, their successors and assigns.

I. TERMINATION CLAUSE.

Unless any party to this Agreement shall notify both of the other parties to the Agreement in writing, prior to June 1st of any year, that said party desires to renegotiate the Agreement, this Agreement will automatically renew itself annually thereafter.

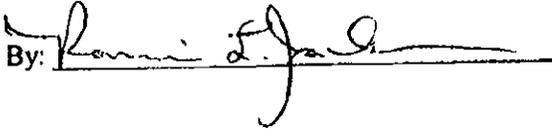
Dated this 6th day of JANUARY, 2001.

City of Avon Park

By: 

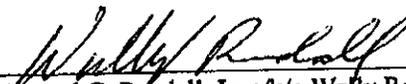
(Seal)

Dated this 3rd day of January, 2001.
Diamond Club

By: 
(Seal)

Dated this 12th day of December, 2000.

School Board of Highlands County

By: 
Howard C. Randall, Jr. a/k/a Wally Randall,
Chairman of the Board

(Seal)

By: 
Wallace P. Cox a/k/a Wally Cox
Superintendent of Schools and
Ex-Officio Secretary

ATTACHMENT A

RE: REQUESTED EQUIPMENT LIST: City owned equipment needed to fulfill maintenance obligation at Head Field

Major equipment:

Case International C50

International medium sized tractor

Infield Machine

Mat type drag

Rotor tiller that mounts on International tractor

Fertilizer spreader - tractor mounted

Sprayer (boom) City Sprays

Box Blade tractor attachment

Sod Cutter

Roller

E15

RESOLUTION 15-09

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK FLORIDA AUTHORIZING A REPAYMENT PLAN FOR THE AVON PARK AIRPORT TO REPAY LOANS FROM THE AVON PARK SANITATION FUND TOTALING \$470,000 IN A 30 YEAR TERM, AND AT A 0.5% INTEREST RATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avon Park Airport (“Airport”) has borrowed \$470,000 from the City’s Sanitation Fund (“Fund”) over several past years necessary to continue conducting business; and,

WHEREAS, in order to properly manage the sanitation expenses, revenue and rates, the Fund is established as an Enterprise Fund to properly account for purposes of establishing the proper user fees for such services, and such Enterprise Funds are strongly encouraged if not required by the State through §403.7049 F.S.; and,

WHEREAS, the City Manager is authorized and directed by the City Charter to prepare and submit the budget to the City Council, and to “keep the council fully advised as to the financial condition and future needs of the city, and shall make such recommendations to the council concerning the affairs of the city as the manager deems appropriate”; and,

WHEREAS, the City Manager recommends and requests that the City establish a reasonable payment plan for the Airport to repay the Fund, and make any adjustments to the City Budget as recommended by the City’s accountants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA as follows:

Section 1. The City Council hereby establishes a payment plan for the Airport to repay the Sanitation Fund as follows:

The City Manager shall ensure that **\$470,000** is repaid to the Fund using a 30 year term, and at a 0.5% interest rate, creating an annual payment to the Sanitation Fund of **\$16,910** starting on Budgetary Year 2015/2016, with a payment schedule attached as Exhibit-A.

Section 2. This Resolution shall become effective immediately upon passage.

This Ordinance was read at the regular **X** special session of the City Commission held on April 13th 2015. The vote was as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Commissioner/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this 13th day of April, 2015.

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

By: _____
Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald Buhr, City Attorney

Loan Amortization Schedule

[HELP](#)

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Loan Information

Loan Amount	470,000.00
Annual Interest Rate	0.50%
Term of Loan in Years	30
First Payment Date	7/15/2016
Payment Frequency	Annual
Compound Period	Annual
Payment Type	End of Period

Summary

Rate (per period)	0.500%
Number of Payments	30
Total Payments	507,302.77
Total Interest	37,302.77
Est. Interest Savings	(0.02)

Annual Payment 16,910.09

Amortization Schedule

 Rounding On

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						470,000.00
1	7/15/16	16,910.09		2,350.00	14,560.09	455,439.91
2	7/15/17	16,910.09		2,277.20	14,632.89	440,807.02
3	7/15/18	16,910.09		2,204.04	14,706.05	426,100.97
4	7/15/19	16,910.09		2,130.50	14,779.59	411,321.38
5	7/15/20	16,910.09		2,056.61	14,853.48	396,467.90
6	7/15/21	16,910.09		1,982.34	14,927.75	381,540.15
7	7/15/22	16,910.09		1,907.70	15,002.39	366,537.76
8	7/15/23	16,910.09		1,832.69	15,077.40	351,460.36
9	7/15/24	16,910.09		1,757.30	15,152.79	336,307.57
10	7/15/25	16,910.09		1,681.54	15,228.55	321,079.02
11	7/15/26	16,910.09		1,605.40	15,304.69	305,774.33
12	7/15/27	16,910.09		1,528.87	15,381.22	290,393.11
13	7/15/28	16,910.09		1,451.97	15,458.12	274,934.99
14	7/15/29	16,910.09		1,374.67	15,535.42	259,399.57
15	7/15/30	16,910.09		1,297.00	15,613.09	243,786.48
16	7/15/31	16,910.09		1,218.93	15,691.16	228,095.32
17	7/15/32	16,910.09		1,140.48	15,769.61	212,325.71
18	7/15/33	16,910.09		1,061.63	15,848.46	196,477.25
19	7/15/34	16,910.09		982.39	15,927.70	180,549.55
20	7/15/35	16,910.09		902.75	16,007.34	164,542.21
21	7/15/36	16,910.09		822.71	16,087.38	148,454.83
22	7/15/37	16,910.09		742.27	16,167.82	132,287.01
23	7/15/38	16,910.09		661.44	16,248.65	116,038.36
24	7/15/39	16,910.09		580.19	16,329.90	99,708.46
25	7/15/40	16,910.09		498.54	16,411.55	83,296.91
26	7/15/41	16,910.09		416.48	16,493.61	66,803.30
27	7/15/42	16,910.09		334.02	16,576.07	50,227.23
28	7/15/43	16,910.09		251.14	16,658.95	33,568.28
29	7/15/44	16,910.09		167.84	16,742.25	16,826.03
30	7/15/45	16,910.16		84.13	16,826.03	0.00

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RESOLUTION 15-10

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK FLORIDA AUTHORIZING A REPAYMENT PLAN FOR THE AVON PARK AIRPORT TO REPAY LOANS FROM THE AVON PARK GENERAL FUND TOTALING \$300,000, IN A 20 YEAR TERM, AND AT A 0.5% INTEREST RATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avon Park Airport Fund (“Airport”) has borrowed \$300,000 from the City’s General Fund (“Fund”) on fiscal year 2014/2015 for the environmental cleanup of two contaminated sites; and,

WHEREAS, in order to properly manage the Airport, it should stand on its own as a separate cost center; and,

WHEREAS, the City Manager is authorized and directed by the City Charter to prepare and submit the budget to the City Council, and to “keep the council fully advised as to the financial condition and future needs of the city, and shall make such recommendations to the council concerning the affairs of the city as the manager deems appropriate”; and,

WHEREAS, the City Manager recommends and requests that the City establish a reasonable payment plan for the Airport to repay the Fund, and make any adjustments to the City Budget as recommended by the City’s accountants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA as follows:

Section 1. The City Council hereby establishes a payment plan for the Airport to repay the General Fund as follows:

The City Manager shall ensure that **\$300,000** is repaid to the Fund using a **20 year term**, and at a **0.5% interest rate**, creating an annual payment to the General Fund of **\$15,799.94**, starting on Budgetary Year 2015/2016, with a payment schedule attached as Exhibit-A.

Section 2. This Resolution shall become effective immediately upon passage.

This Ordinance was read at the regular special session of the City Commission held on April 13th 2015. The vote was as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Commissioner/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this 13th day of April, 2015.

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

By: _____
Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald Buhr, City Attorney

Loan Amortization Schedule

HELP

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Loan Information		Summary	
Loan Amount	300,000.00	Rate (per period)	0.500%
Annual Interest Rate	0.50%	Number of Payments	20
Term of Loan in Years	20	Total Payments	315,998.70
First Payment Date	7/15/2016	Total Interest	15,998.70
Payment Frequency	Annual	Est. Interest Savings	0.01
Compound Period	Annual		.
Payment Type	End of Period		.
Annual Payment	15,799.94		

Amortization Schedule

 Rounding On

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						300,000.00
1	7/15/16	15,799.94		1,500.00	14,299.94	285,700.06
2	7/15/17	15,799.94		1,428.50	14,371.44	271,328.62
3	7/15/18	15,799.94		1,356.64	14,443.30	256,885.32
4	7/15/19	15,799.94		1,284.43	14,515.51	242,369.81
5	7/15/20	15,799.94		1,211.85	14,588.09	227,781.72
6	7/15/21	15,799.94		1,138.91	14,661.03	213,120.69
7	7/15/22	15,799.94		1,065.60	14,734.34	198,386.35
8	7/15/23	15,799.94		991.93	14,808.01	183,578.34
9	7/15/24	15,799.94		917.89	14,882.05	168,696.29
10	7/15/25	15,799.94		843.48	14,956.46	153,739.83
11	7/15/26	15,799.94		768.70	15,031.24	138,708.59
12	7/15/27	15,799.94		693.54	15,106.40	123,602.19
13	7/15/28	15,799.94		618.01	15,181.93	108,420.26
14	7/15/29	15,799.94		542.10	15,257.84	93,162.42
15	7/15/30	15,799.94		465.81	15,334.13	77,828.29
16	7/15/31	15,799.94		389.14	15,410.80	62,417.49
17	7/15/32	15,799.94		312.09	15,487.85	46,929.64
18	7/15/33	15,799.94		234.65	15,565.29	31,364.35
19	7/15/34	15,799.94		156.82	15,643.12	15,721.23
20	7/15/35	15,799.84		78.61	15,721.23	0.00