



CITY OF AVON PARK

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

July 22, 2014

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, July 28, 2014, 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".

Julian Deleon
City Manager

**CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St. Avon Park, FL
July 28, 2014
6:00 PM**

A. OPENING

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

B. CONSENT AGENDA:

4. Council Minutes -- Approval of Regular Council Meeting of July 14, 2014

C. CITIZENS/OUTSIDE AGENCIES

5. Proclamation- National Community Health Center Week
6. Highlands County Parks & Recreation Survey

D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

E. ADMINISTRATIVE

7. Second Reading for Ordinance 15-14 (Annexation of 2525 U S 27S)
- Public Hearing
8. Second Reading for Ordinance 16-14 (Changed to APFD vesting schedule)
-Public Hearing
9. Second Reading for Ordinance 18-14 (Adopt Flood Hazard Maps)
-Public Hearing
10. Resolution 14-09 to Vacate portion of Joe Hilton Street- CFRPC
-Public Hearing
11. Approval on the Contract to possibly acquire the Brickell Building
12. Airport Budget Changes

F. CITIZENS PARTICIPATION

G. 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.

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
July 14, 2014
6:00 PM

B-4

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

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

Mayor 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 June 23, 2014. Motion made by Councilman Parke Sutherland, seconded by Councilman Terry Heston to approve consent agenda as presented. Motion carried unanimously.

CITIZENS/OUTSIDE AGENCIES: Marlene Wagner, Mayor from Lake Hamilton, on behalf of Florida League of Cities approached the Council to remind them of their membership to the League and her desire to see Avon Park at F.L.C. meetings and conference. She emphasized the scholarship program that a recent award went to an Avon Park High School student.

Dennis Mungall approached the Board to go over the Memorial Brick Project and Christmas Tree Project. He provided a check for \$800.00 to the City as revenue of the ongoing brick project to be used to purchase Christmas Trees for the Memorial Mall.

ADMINISTRATIVE:

First Reading for Ordinance 15-14 (Annexation of 2525 U S 27S)

Motion: Made by Councilman Terry Heston Seconded by Deputy Mayor Brenda Giles to approve first reading of Ordinance 15-14 as presented. Motion carried unanimously.

First Reading for Ordinance 16-14 (Changes to APFD vesting schedule).

Motion: Made by Deputy Mayor Brenda Giles seconded by Councilman Terry Heston to approve first reading of Ordinance 16-14 as presented. Motion carried unanimously.

Fire Fighter Warren West approached the Council and asked about wording in the agenda vs. wording in the ordinance. He wanted to clarify some numbers regarding percentages. City Manager Deleon stated the pension attorney drafted the ordinance.

First Reading for Ordinance 18-14 (Adopt Flood Hazard Maps)

Motion: Made by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to approve first reading of Ordinance 18-14 as presented. Motion carried unanimously,

Preliminary Millage Rate

Motion: Made by Councilman Terry Heston, Seconded by Councilman Garrett Anderson, to approve preliminary millage rate as presented. Motion carried unanimously.

Preliminary Rate Resolution 14-08 Fire Assessment:

Fire Fighter Warren West voiced his opposition to the lowering of the fire assessment. He stated the City as old fire trucks and dropping the assessment would hinder expansion of the fire department. Resident Tom Macklin also stated that he believed the assessment should pay for 100% of the fire department costs. City Manager Julian Deleon stated the Fire Assessment has always paid for a percentage of the fire department and City infrastructure funds pay for Fire Trucks. He stated the City has funding to pay for a fire truck- it just needs to be budgeted. He also stated to the Board that \$60,000.00 has already been presented in the FY 2014-2015 budget for a Fire Assessment Study.

Motion: Made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Resolution 14-08. Motion carried unanimously.

Heartland Cultural Alliance Mr. Fred Leavitt:

Mr. Leavitt had a request for an agreement for the Peter Powell Roberts Museum of Art and Culture to be housed on the second floor of the Community Center. He requested \$35,000 of City funding to make improvements to the building to house the Museum.

Motion: Made by Councilman Parke Sutherland, Seconded by Councilman Garrett Anderson, to approve request by HCA pending a lease agreement drafted by Atty Buhr which needs to be approved by Council. Motion passed unanimously.

Contract for Land Purchase of 70-Acres.

If approved the due diligence period is extended until April 2015 which allows the City to back-out of the agreement if the feasibility of the ponds is not positive. **Motion:** Made by Councilman Terry Heston. Seconded by Councilman Sutherland to approve the contract for land purchase for effluent ponds. Motion carried 4 to 1 with Councilman Garrett Anderson voting no.

Authorization for Eng. Of Effluent Pond and Env. Evaluation:

Motion: Motion made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland for authorization for engineering of effluent pond and environmental evaluation. Motion carried 4 to 1 with Councilman Garrett Anderson voting no.

Authorization to pre order garbage truck:

Motion: Made by Councilman Terry Heston, seconded by Councilman Parke Sutherland to approve the authorization to pre-order garbage truck. Motion carried unanimously.

Meeting adjourned at 7:37 PM

Recorded and transcribed by Maria Sutherland.

ATTEST:

Maria Sutherland

Sharon Schuler, Mayor

CENTRAL FLORIDA HEALTH CARE, INC.
National Community Health Center Week

PROCLAMATION

August 10, 2014 – August 16, 2014

WHEREAS: Community Health Centers are nonprofit, community-owned And operated health providers serving uninsured and medically Underserved people in the **City of Avon Park**; and

WHEREAS: Community Health Centers expand access to quality health care For all people and contain health care costs by fostering prevention and Integrating the delivery of primary care with aggressive outreach, patient Education, translation and other enabling services; and

WHEREAS: Community Health Centers have made great strides in the Florida health care system specifically by maintaining high standards of Accountability, demonstrating cost effectiveness and efficiency in the Delivery of care, and empowering communities to address unmet health Needs, reduce health disparities, and reduce preventable deaths, costly Disabilities, and communicable diseases; and

WHEREAS: There is a continuing need to support implementation of Community Health Centers throughout the State of Florida as part of The Florida's enduring commitment to the provision of quality primary Health care; and

WHEREAS: Community Health Centers promote 100% access and zero Health disparities to help achieve health care for all people;

NOW, THEREFORE, I, **Sharon Schuler, Mayor** of the **City of Avon Park**, do hereby proclaim the Week of August 10th – 16th, 2014 as "**National Community Health Center Week**" in **Avon Park**, and urge citizens to recognize the important contributions of Community Health Centers in safeguarding health and improving the quality of life for all people in Highlands County.

BE IT FURTHER RESOLVED that the **City of Avon Park** does hereby Recognize the valued contributions of Community Health Centers in expanding access to health care and improving the health and future well being of the citizens in Highlands County.

IN WITNESS WHEREOF: I have hereunto set my hand this ____ day of _____, in the year of our Lord two thousand fourteen

Sharon Schuler, Mayor
City of Avon Park

C-6

Agenda Item Summary
July 28, 2014

Subject: Highlands County Parks & Recreation Survey- Informational Item

Item No.

Placed on Agenda by: CFRPC

Total Amount of Project: N/A

Staff Review: Yes

Attorney Review: N/A

Recommended Motion(s):

Discussion/Approve

Background: The CFRPC is currently working with Highlands County to develop a County-wide Open Space, Parks and Recreation Master Plan. An online survey has been developed to seek community input regarding the future of Parks and Recreation in Highlands County.

Postcards notifying people about the survey are being distributed throughout the County. The postcard also provides notification of a community workshop scheduled for July 31, 2014 at 6:00 PM at the Bert J. Harris Agricultural Center.

Copy of the postcard (front and back) is attached

FRONT OF CARD:

HIGHLANDS COUNTY PARKS & RECREATION MASTER PLAN

Your input is needed!

Highlands County is developing a County-wide Open Space, Parks and Recreation Master Plan. Let us know your thoughts by completing the Community Survey and/or attending the Community Workshop.



Community Workshop

Thursday, July 31, 2014 at 6:00 PM
Bert J. Harris, Jr. Agricultural Center
4509 George Blvd., Sebring, FL 33875

Community Survey

Please complete the online
survey by August 15, 2014
www.cfrpc.org/highlandsparksandrec

BACK OF CARD:

HIGHLANDS COUNTY PARKS & RECREATION MASTER PLAN

For additional information, please contact...



Susan BuChans

Highlands County Planning Department
sbuchans@hcbcc.org
(863) 402-6650



Jennifer Codo-Salisbury

Central Florida Regional Planning Council
jcodosalisbury@cfrpc.org
(863) 534-7130 ext 178

www.cfrpc.org/highlandsparksandrec



To take the online survey and learn more, visit our website or scan the code above.

DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

Highlands County is currently in the process of developing a Parks and Recreation Master Plan for its existing and future Parks and Recreation facilities. *We would like your input to help determine the Parks and Recreation priorities for Highlands County.*

1. Do you live in Highlands County?

Yes No

2. If you answered "yes" to Question 1, do you live in Highlands County more than 6 months out of the year?

Yes No

3. Which area of the County do you live?

Zip Code

4. Which of the following best describes your age range and the age of members of your household?

You

17 years or younger
 18-24
 25-34
 35-44
 45-54
 55-64
 65 years or older

Members of Your Household

17 years or younger
 18-24
 25-34
 35-44
 45-54
 55-64
 65 years or older

5. What is your gender?

Female Male

6. How would you rate the overall condition of the parks and recreation facilities you or members of your household have visited within Highlands County in the past 12 months?

Excellent Good Fair Poor No Opinion



DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

7. Have you or other members of your household participated in any recreation or sports activities or programs offered at Highlands County facilities in the past 12 months? (See list in Question 8)

- Yes (If yes, please answer Questions 7a and 7b.)
 No (If no, please go to Question 8.)

7a. Approximately how many different recreation or sports activities or programs have you or members of your household participated in over the past 12 months?

- 1 activity/program 2 to 3 activities/programs 4 to 6 activities/programs
 7 to 10 activities/programs 11 or more activities/programs

7b. Please list the recreation or sports activities or programs you or members of your household have participated in over the past 12 months. (i.e. baseball, softball, basketball, tennis, swimming, walking trails, fishing, boating, etc.)

7c. How would you rate the overall quality of activities or programs that you and members of your household have participated in?

- Excellent Good Fair Poor No Opinion



DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

8. Which park(s) have you or members of your household used during the past 12 months? Please mark all that apply.

Facilities

Avon Park Facilities

- | | |
|--|---|
| <input type="checkbox"/> Avon Park Recreation Center | <input type="checkbox"/> Martin Luther King, Jr. Field (fka Memorial Field) |
| <input type="checkbox"/> Head Field Complex | <input type="checkbox"/> Lucy Derkman Softball Complex |
| <input type="checkbox"/> Walnut Street Park | <input type="checkbox"/> Durrah Martin Complex |
| <input type="checkbox"/> Activities Club | |

Sebring Facilities

- | | |
|---|---|
| <input type="checkbox"/> Veterans Beach Park | <input type="checkbox"/> City Pier |
| <input type="checkbox"/> Skate Park | <input type="checkbox"/> Charlie Brown Park |
| <input type="checkbox"/> Sebring Golf Course | <input type="checkbox"/> Gabe White Park |
| <input type="checkbox"/> City Hall Tennis Court | |

Lake Placid Facilities

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Lake June Park/Sports Complex | <input type="checkbox"/> Stuart Park |
| <input type="checkbox"/> John's Park | <input type="checkbox"/> Devane Park |

Highlands County Facilities

- | | |
|---|--|
| <input type="checkbox"/> HL Bishop Park | <input type="checkbox"/> DeSoto Ball Field |
| <input type="checkbox"/> Lincoln Heights | <input type="checkbox"/> Martin Luther King Park |
| <input type="checkbox"/> Venus Ball Field | <input type="checkbox"/> Lorida Ball Field |
| <input type="checkbox"/> Multi Sports Complex | |

Nature Trails

- | | |
|--|--|
| <input type="checkbox"/> The Preserve of Sun 'N Lake | <input type="checkbox"/> Hammock Trail |
| <input type="checkbox"/> Lake Istokpoga Park | |



DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

Boat Ramp Facilities

Avon Park Boat Ramps

- Arbuckle Creek (*Burnt Out Bridge*)
- Lake Damon
- Lake Glenda
- Lake Leila
- Little Lake Bonnet
- Lake Lotela
- Lake Pioneer

- Lake Adelaide
- Lake Denton
- Lake Isabelle
- Lake Letta
- Little Lake Redwater
- Lake Olivia
- Lake Viola

Sebring Boat Ramps

- Arbuckle Creek (6401 E. Arbuckle Creek Rd)
- Istokpoga Park
- Lake Josephine (425 Lake Josephine Shore Rd)
- Red Beach Lake
- Wolf Lake

- Dinner Lake
- Lake Josephine (Sentinal Point)
- Lake Josephine (2430 Oak Beach Blvd)
- Lake Sebring

Lorida Boat Ramps

- Lake Istokpoga (off Cow House Rd)

- Lake Josephine (Sentinal Point)

Lake Placid Boat Ramps

- Lake Apthorpe
- Lake Clay (East Side)
- Lake Huntley (end of Anderson St.)
- Lake Francis
- Lake Istokpoga (Boggy Branch)
- Lake Placid (3349 Placid View Dr)
- Lake Persimmon

- Lake Carrie
- Lake Clay (West Side)
- Lake Huntley (123 Lake Huntley Dr)
- Lake Istokpoga Windy Point
- Lake June – H.L. Bishop Park
- Lake Placid (150 Harris Dr)



DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

9. From the following list, please mark ALL the organizations that you or members of your household have used for indoor and outdoor recreation and sports activities in the last 12 months.

- | | |
|--|--|
| <input type="checkbox"/> School District facilities | <input type="checkbox"/> City of Avon Park |
| <input type="checkbox"/> Colleges | <input type="checkbox"/> City of Sebring |
| <input type="checkbox"/> Churches | <input type="checkbox"/> Town of Lake Placid |
| <input type="checkbox"/> Private clubs (tennis, health, fitness, golf) | <input type="checkbox"/> Highlands County facilities |
| <input type="checkbox"/> Private youth sports leagues | |
| <input type="checkbox"/> YMCA | |
| <input type="checkbox"/> Other (please explain) _____ | |

10. Please mark ALL the ways you learn about parks and recreation facilities and activities.

- | | |
|---|---|
| <input type="checkbox"/> Avon Park website | <input type="checkbox"/> Newspaper articles |
| <input type="checkbox"/> Sebring website | <input type="checkbox"/> From friends and neighbors |
| <input type="checkbox"/> Lake Placid website | |
| <input type="checkbox"/> Highlands County website | |
| <input type="checkbox"/> Other (please explain) _____ | |

11. How would you rate the availability of information to the community about the recreation offerings in Highlands County?

- Excellent Good Fair Poor No Opinion



DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

12. How can the Highlands County parks and recreation system be improved? Please mark your top TWO (2) choices or provide other options.

IMPROVEMENT	Choice 1	Choice 2
Acquiring land for future parks		
Developing new passive parks (greenways, multi-use paths (biking, horseback riding, walking), picnic shelters, boat ramps, bird watching)		
Developing new active parks (baseball, football, soccer, tennis, swimming, skateboard, etc.)		
Upgrading existing passive parks		
Upgrading existing active parks		
Maintaining existing parks and facilities		
Building major new facilities*		
*Please specify the type of new facility below.		

Acquiring natural areas		
Providing recreation programs and activities		
Other (Please specify below)*		
*		



DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

13. As Highlands County works to acquire and/or develop open space for parks and recreation purposes, there are many options regarding the way parks and open spaces can be used. Please rank the following open space options that your household would support most. (1 = most support to 5 = least support)

- Available open space should be used for passive recreation
(i.e. greenways, boat ramps, multi-use paths (walking, biking, horseback riding), picnic shelters, bird watching)
- Available open space should be used for active recreation
(i.e. baseball, football, soccer, tennis, swimming, skateboarding)
- Available open space should be used for both passive and active recreation
- Available open space should be left undeveloped
- The County should not seek to acquire and/or develop open space



DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

14. Recreation programs and facilities serve various purposes within the county, some of which are listed below. Please rate how essential your household believes each purpose is to Highlands County by marking the corresponding number.

Purpose	Essential	Very Valuable	Somewhat Valuable	Not Valuable	No Opinion
Providing recreational opportunities for children	5	4	3	2	1
Providing recreational opportunities for teens	5	4	3	2	1
Providing recreational opportunities for adults	5	4	3	2	1
Providing recreational opportunities for seniors	5	4	3	2	1
Helping to improve the physical health of residents	5	4	3	2	1
Creating links to open space opportunities	5	4	3	2	1



DRAFT Highlands County Parks and Recreation Community Interest and Opinion Survey

15. Please indicate if you or any member of your household has a need for the recreation and sports activities/programs listed below by marking Yes or No next to the recreation activity/program.

If Yes, please rate the recreation activity/program on a scale of 5 to 1, where 5 means "100% Meets Needs" and 1 means "Does Not Meet Needs" of your household.

Program	Do you have a need for this program?		If Yes, how well are your needs being met?				
	Yes	No	100% Met	75% Met	50% Met	25% Met	0% Met
Youth swim lessons	Yes	No	5	4	3	2	1
Youth Summer Camp	Yes	No	5	4	3	2	1
Youth Sports	Yes	No	5	4	3	2	1
Youth Fitness & Wellness	Yes	No	5	4	3	2	1
Youth Tennis Lessons & Leagues	Yes	No	5	4	3	2	1
Youth Golf Lessons & Leagues	Yes	No	5	4	3	2	1
Adult Fitness & Wellness	Yes	No	5	4	3	2	1
Adult Sports Lessons & Leagues	Yes	No	5	4	3	2	1
Adult Programs for 55 years or older	Yes	No	5	4	3	2	1
Adult Tennis Lessons & Leagues	Yes	No	5	4	3	2	1
Adult Tennis Lessons & Leagues	Yes	No	5	4	3	2	1
Programs for people with disabilities	Yes	No	5	4	3	2	1



**DRAFT Highlands County Parks and Recreation
Community Interest and Opinion Survey**

16. In your opinion, is there a need to provide connectivity from neighborhoods to parks and recreation facilities?

Yes No Maybe

17. In your opinion, the most important addition or improvement to the Highlands County Parks and Recreation activities, programs, or facilities would be

18. Would you be interested in Highlands County providing additional recreation activities or programs if there was an additional fee?

Yes No Maybe

Thank you for taking time to complete this survey.



E-7

ORDINANCE 15-14

AN ORDINANCE TO ANNEX APPROXIMATELY 22.3 ACRES OF LAND OWNED BY LAKE GLENADA R.V. & MOBILE HOME PARK, LLC., LOCATED AT 2525 US 27 SOUTH, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Lake Glenada R.V. & Mobile Home Park, LLC., is the owner as shown by the legal description attached hereto as Exhibit "B"; and

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED on First Reading the ____ day of _____, 2014.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ON THE ____ DAY OF _____, 2014.

CITY OF AVON PARK, FLORIDA

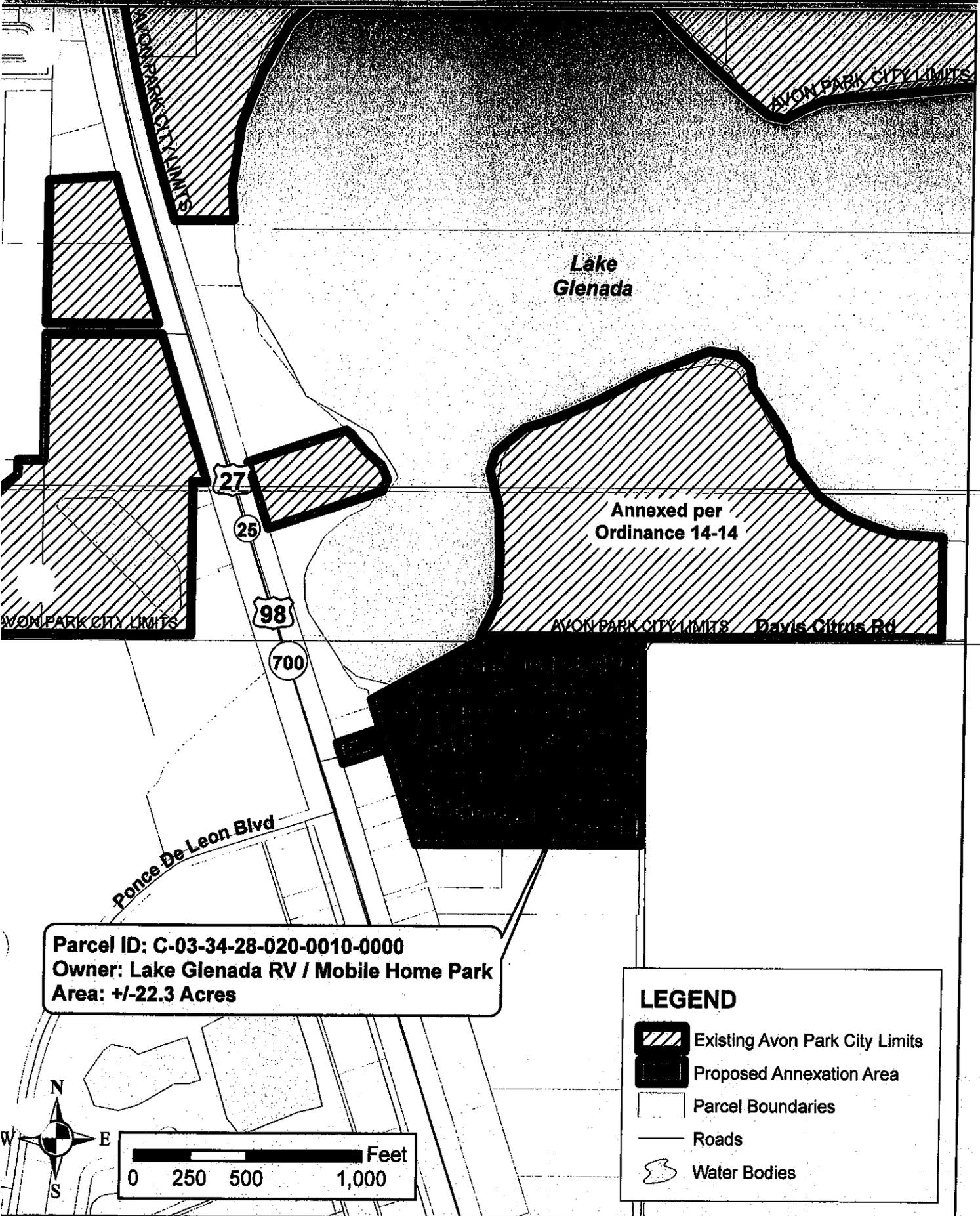
Sharon Schuler, Mayor

ATTEST:

Maria Sutherland, Adm. Services Director & City Clerk

Approved as to form:

Gerald T. Buhr, City Attorney



Parcel ID: C-03-34-28-020-0010-0000
 Owner: Lake Glenada RV / Mobile Home Park
 Area: +/-22.3 Acres

LEGEND

-  Existing Avon Park City Limits
-  Proposed Annexation Area
-  Parcel Boundaries
-  Roads
-  Water Bodies

N
 W E S

0 250 500 1,000 Feet



ABOUT HCPAO MEET YOUR APPRAISER SEARCH PROPERTY RECORDS

PREVIOUS ACCOUNT

NEXT ACCOUNT

C-03-34-28-020-0010-0000
40 County Southwest Water

- VIEW MAP
VALUE SUMMARY
SALES HISTORY
BUILDINGS
LAND LINES
EXTRA FEATURES
QUERY LIST

Owners

Name 1 : LAKE GLENADA RV + MOBILE HOME PARK
Name 2 :

SITE ADDRESS

2525 US 27 S
AVON PARK , FL 33825

MAILING ADDRESS

Addr 1 : 2525 US 27 S
Addr 2 :
City : AVON PARK
State : FL
Country:
Zip : 33825

Legal Description

LAKE GLENADA RV + MOBILE
HOME PARK
PB 15-PG 22
ALL OF SUB

VIEW GIS MAP

DOR Code : 28

CLICK FOR CODE DESCRIPTION

Neighborhood Code: 2200.00

RVP RENTAL - RNG 28

Map Id : 25A

CLICK TO DOWNLOAD

*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE
FOR THIS PARCEL.

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

Table with 2 columns: Description and Value. Rows include Total Building Value (\$0), Total OB/XF Value (\$0), Total Land Value (\$2,099,800), Total Value - Agri. (\$0), Home (\$2,462,319), Total Classified Use Value (\$0), Total Assessed Value (\$2,447,356), Total Exemptions (\$0), Total Taxable Value (\$2,447,356), and a note about value updates.

EXHIBIT-C

JB
2700
A/K

Prepared by Utility Billing Department
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

DECLARATIONS OF COVENANTS

Edgar A. Hudson, herein called "Declarant", is the owner in fee of certain real property, herein called the "Property", located in Highlands County, Florida, more particularly described as follows:

Address: 2525 U.S. 27 South, Avon Park, Florida 33825
C03-34-28-020-0010-0000

Legal Description as follows:

LAKE GLENADA R.V. & MOBILE HOME PARK, BEING A PORTION OF SECTION 3, TOWNSHIP 34 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 15, PAGE 22, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

LOT 84 IN BLOCK C OF MAXCY PARKWAY SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 72, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

TOGETHER WITH A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 34 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 84 IN BLOCK C OF MAXCY PARKWAY SUBDIVISION, THENCE RUNNING EASTERLY PARALLEL TO THE NORTH LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 34 SOUTH RANGE 28 EAST, TO A POINT LOCATED ON THE EAST LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 34 SOUTH, RANGE 28 EAST; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NW 1/4 TO THE NE CORNER OF SAID NW 1/4; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NW 1/4 TO A POINT LOCATED ON THE EAST SHORE LINE OF LAKE GLENADA; THENCE SOUTHERLY ALONG THE EAST SHORELINE OF LAKE GLENADA TO A POINT WHERE A LINE EXTENDED FROM THE NE CORNER OF LOT 86, BLOCK C, MAXCY PARKWAY AND RUNNING EASTERLY AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 WOULD INTERSECT SAID EAST SHORELINE OF LAKE GLENADA; THENCE WESTERLY ALONG SAID LINE TO THE EAST LINE OF SAID LOT 86; THENCE SOUTH ALONG THE EAST LINE OF LOTS 86, 85 AND 84 TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH 10 ACRES OF THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE NW 1/4 OF SECTION 3, TOWNSHIP 34 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 84, BLOCK C, MAXCY PARKWAY SUBDIVISION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 72, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, THENCE RUN EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID NW 1/4 OF SECTION 3, TO A POINT LOCATED ON THE EAST LINE OF SAID NW 1/4, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4, TO THE SE CORNER OF SAID NW 1/4, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO A

Prepared by: Cheryl Tietjen, City Clerk
Return to: City of Avon Park
110 E. Main St.
Avon Park, FL 33825



POINT ON THE EAST LINE OF SAID BLOCK C, MAXCY PARKWAY SUBDIVISION, THENCE NORTHERLY ALONG THE EAST LINE OF SAID BLOCK C, TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PART THEREOF CONVEYED TO MAXCY SECURITIES, INC., BY DEED DATED AUGUST 8, 1963, AND RECORDED IN O.R. BOOK 181, PAGE 639, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

ALONG WITH THAT CERTAIN PROPERTY DESCRIBED BELOW:

LOTS 82 AND 83, BLOCK C OF MAXCY PARKWAY SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 72, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

For good and valuable consideration, and in exchange for the right for the Property to receive Water & Sewer service from the City of Avon Park, Declarant hereby declares that the Property shall be subject to the following covenant, which shall constitute a covenant running with the Property and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

When the Property becomes contiguous to the City Limits of the City of Avon Park, the Property shall be subject to annexation into said City Limits and this declaration shall be considered a petition to the City of Avon Park to facilitate the annexation of the Property when it becomes contiguous.

Dated this 15 day of April, 2011.

Declarant: Edgar A. Hudson
(Print Name)

Edgar A. Hudson
(Signature)

STATE OF FLORIDA
COUNTY OF HIGHLANDS

BEFORE me, personally appeared EDGAR A. HUDSON, personally known or who produced identification FL Drivers License #325 261 38 870 to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he (he or she) executed said instrument for the purposes therein expressed and was authorized by said corporation to do so.

WITNESS my hand and official seal this 15 day of April, 2011.

Melinda Springsteen
Notary Public, State of Florida

(affix stamp or seal)

NOTARY PUBLIC-STATE OF FLORIDA
Melinda Springsteen
Commission # EE064718
Expires: FEB. 15, 2015
BONDED THROUGH ATLANTIC BONDING CO., INC.

Filing Fee: \$11.00 - 1st Page
\$8.50 - Additional Page

Prepared by: Cheryl Tietjen, City Clerk
Return to: City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Agenda Item Summary

E-8

Subject: Fire Fighter Retirement vesting schedule Ordinance changes 16-14

Item No.

Placed on Agenda by: City Manager

Total Amount of Project: None

Staff Review: Yes

Attorney Review: Yes

Recommended Motion(s): Approval

Background:

The City's contribution to the firefighter's pension plan has steadily increased during the past decade. For example, the actual historical contributions follow below:

2012	\$254,441 (Actual)
2013	\$283,435 (Actual)
2014	\$344,000 (Budgeted)
2015	\$370,000 (Budgeted)

For the 2015 budget, total payroll for the fire department is expected at \$669,528. The City's contribution is approximately 55% as a percentage of payroll.

These contributions and future liability are based on an employee vesting schedule of 3.2% multiplier per year of service. During Union negotiations, we agreed to allow all of the current employees to retain their 3.2% vesting schedule multiplier, but new hires would start vesting with a 2% multiplier.

The attached ordinance achieves these negotiated changes. While this will not curve the City's immediate financial contributions, in the long term, this ordinance mitigates the City's contribution. The same changes were also implemented on the police retirement system. Accordingly, staff recommends approval.

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

May 1, 2014



RECEIVED

5/1/14
BB

Mr. Julian Deleon, City Manager
City of Avon Park
110 E. Main Street
Avon Park, FL 33825

Re: City of Avon Park Firefighters' Retirement System

Dear Mr. Deleon:

As directed by the Board and as requested by you, attached is a proposed ordinance amending the City of Avon Park Firefighters' Retirement System, to decrease the benefit multiplier from 3.16% to 2% for members hired on or after November 1, 2013. This benefit change would only apply to members hired on or after November 1, 2013 and will not affect the benefits of current members.

The definition of Salary is also being amended in this ordinance to comply with the requirements of Chapter 2011-216, Florida Statutes with regard to the limitations on overtime and accrued sick and vacation time.

By copy of this letter to the plan's actuary, Foster & Foster, Inc., I am requesting that they prepare the necessary actuarial impact statement to accompany this ordinance when it is presented to the City for consideration and adoption.

If you have any questions, please feel free to give me a call.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'Scott R. Christiansen', written over a blue ink scribble.

Scott R. Christiansen

SRC/dm
enclosure

cc: Carol Knapp, with enclosure
Douglas Lozen, with enclosure



May 29, 2014

VIA EMAIL AND MAIL

Ms. Carol Knapp, Administrator
Avon Park Firefighters' Retirement System
2404 West Russ Road
Avon Park, FL 33825

Re: City of Avon Park
Firefighters' Retirement System

Dear Carol:

In response to Scott Christiansen's letter dated May 1, 2014, we have reviewed the proposed Ordinance (identified on page 5 as dm/avon/fire/04-30-14.ord) illustrating the following proposed benefit changes:

- 1) Amending the definition of Salary to comply with the regulations set forth in Senate Bill 1128. Effective March 12, 2014, Salary shall not include more than three hundred (300) hours of overtime per year. Additionally, Salary will include the lesser of the amount of sick and vacation leave time accrued as of March 12, 2014, or the actual amount of sick and vacation leave time for which the retiree receives payment at the time of retirement.
- 2) For Members hired on or after November 1, 2013, decrease the benefit accrual rate from 3.16% to 2.00% of Average Final Compensation for each year of Credited Service.

Since there is currently no final pay load assumption used in the Actuarial Valuation, it is our opinion that adoption of proposed benefit change (1) will have no impact on the Plan's funding requirements. In addition, since proposed benefit change (2) applies strictly to future new hires, we have determined that adoption of this provision will have no immediate impact on the Plan's funding requirements. However, it is still important to point out that as new hires begin to replace the current active population, the Plan will realize cost savings associated with implementation of the benefit change stated above.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA
DHL/lke

cc via email: Scott Christiansen, Plan Attorney

ORDINANCE NO. 16-14

AN ORDINANCE OF THE CITY OF AVON PARK, AMENDING CHAPTER 50, FIRE PREVENTION AND PROTECTION, ARTICLE II, FIRE DEPARTMENT, DIVISION 2, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF AVON PARK; AMENDING SECTION 50-51, DEFINITIONS; AMENDING SECTION 50-56, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 50-58, DISABILITY; AMENDING PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA, THAT;

SECTION 1: That Chapter 50, Fire Prevention and Protection, Article II, Fire Department, Division 2, Firefighters' Retirement System, of the Code of Ordinances of the City of Avon Park is hereby amended by amending Section 50-51, Definitions, to amend the definition of "Salary", to read as follows:

* * * * *

Salary means the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding lump sum payments of accrued sick and vacation time, but including all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. For service earned after March 12, 2014 (the "effective date"), Salary shall not include more than three hundred (300) hours of overtime per calendar year and shall also not include payments for accrued unused sick or annual leave. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year or accrued unused sick or annual leave accrued as of the effective date and attributable to service earned prior to the effective date, may still be included in Salary for pension purposes even if the payment is not actually made until on or after the effective date. In any event, with respect to unused sick leave and unused annual leave accrued prior to the effective date, Salary will include the lesser of the amount of sick or annual leave time accrued on the effective date or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of

whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on the effective date.

Compensation in excess of the limitations set forth in section 401(a)(17) of the Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Internal Revenue Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an eligible employee shall not be less than the amount which was allowed to be taken into account under this definition as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

SECTION 2: That Chapter 50, Fire Prevention and Protection, Article II, Fire Department, Division 2, Firefighters' Retirement System, of the Code of Ordinances of the City of Avon Park is hereby amended by amending Section 50-56, Benefit amounts and eligibility, subsection (b), *Normal retirement benefit*, to read as follows:

* * * * *

(b) *Normal Retirement Benefit.* A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during

Member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. For members hired before November 1, 2013, the monthly retirement benefit shall equal three and sixteen hundredths percent of average final compensation for each year of credited service. For members hired on or after November 1, 2013, the monthly retirement benefit shall equal two percent of average final compensation, for each year of credited service.

* * * * *

SECTION 3: That Chapter 50, Fire Prevention and Protection, Article II, Fire Department, Division 2, Firefighters' Retirement System, of the Code of Ordinances of the City of Avon Park is hereby amended by amending Section 50-58, Disability, subsection (a), *Disability benefits in the line of duty*, and subsection (c), *Disability benefits not-in-line of duty*, to read as follows:

* * * * *

(a) *Disability benefits in the line of duty.* Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three and sixteen hundredths percent of his Average Final Compensation multiplied by the total years of Credited Service if the member was hired before November 1, 2013, and two percent of his average final compensation multiplied by the total years of credited service if the member was hired on or after November 1, 2013, but in any event the minimum amount paid to the Member shall be 42% of the average final compensation of the member. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

(c) *Disability benefits not-in-line of duty.* Any Member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his duties as a firefighter shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three and sixteen hundredths percent of his average final compensation multiplied by the total years of credited service if the member was hired before November 1, 2013, and two percent of his average final compensation multiplied by the total years of credited service if the member was hired on or after November 1, 2013. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

SECTION 4: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Avon Park.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this _____ day of _____, 2014.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY MANAGER

Approved as to form:

CITY ATTORNEY

E-9

ORDINANCE NO. 18-14

AN ORDINANCE BY THE CITY OF AVON PARK'S CITY COUNCIL AMENDING THE CITY OF AVON PARK CODE OF ORDINANCES TO REPEAL ORDINANCE 06-01 AND REPLACE THE EXISTING REGULATIONS UNDER SECTIONS 22-501 THROUGH 22-506 OF THE CITY CODE WITH THIS ORDINANCE; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; TO AMEND ARTICLE III OF THE CITY CODE TO ADOPT LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Avon Park and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Avon Park was accepted for participation in the Emergency Program of the National Flood Insurance Program on June 16, 2002 and the City Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, section 553.73(5), Florida Statutes, allows adoption of local administrative amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Avon Park that the following floodplain management regulations, and the following local administrative amendments to the 2010 *Florida Building Code*, are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance specifically repeals and replaces Ordinance No. 06-01, passed December 3, 2001 and the present regulations under sections 22-500 through 22-506 of the City Code of Ordinances with the regulations provided herein, as follows:

CHAPTER 1 ADMINISTRATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the *Floodplain Management Ordinance* of the City of Avon Park, hereinafter referred to as "this ordinance."

101.2 Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

101.3 Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

101.4 Coordination with the *Florida Building Code*. This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

101.5 Warning. The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

101.6 Disclaimer of Liability. This ordinance shall not create liability on the part of the City Council of the City of Avon Park or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.2 Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within the City of Avon Park, as established in Section 102.3 of this ordinance.

102.3 Basis for establishing flood hazard areas. The Flood Insurance Study for Highlands County, Florida Unincorporated Areas dated August 16, 1982, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City Hall, 110 East Main Street, Avon Park, FL 33825.

102.3.1 Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 105 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

102.4 Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

102.5 Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

102.6 Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

103.1 Designation. The City Manager is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

103.2 General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 107 of this ordinance.

103.3 Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and

- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

103.4 Substantial Improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

103.5 Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 107 of this ordinance.

103.6 Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

103.7 Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 106 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

103.8 Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.4 of this ordinance;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain

Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* and this ordinance to determine that such certifications and documentations are complete; and
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Avon Park are modified.

103.9 Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at City Hall, East Main Street, Avon Park, FL 33825.

SECTION 104 PERMITS

104.1 Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

104.2 Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

104.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt

from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

104.3 Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 105 of this ordinance.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.

104.4 Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

104.5 Expiration. A floodplain development permit or approval shall become invalid unless the

work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

104.6 Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

104.7 Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The Southwest Florida Water Management District; section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (5) Federal permits and approvals.

104.8 Permit Fees. The permit fees for the permits required in the regulations adopted herein shall be established by resolution of the city council and are on file in the city clerk's office.

SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

105.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2(2) or (3) of this ordinance.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(1) of this ordinance.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

105.2 Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

105.3 Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105.4 of this ordinance.

105.4 Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 106 INSPECTIONS

106.1 General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

106.1.1 Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

106.1.2 Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

106.1.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 105.2(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

106.1.2.2 Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 106.1.2.1 of this ordinance.

106.1.3 Manufactured homes. The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Building Official.

SECTION 107 VARIANCES AND APPEALS

107.1 General. The City Council shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the City Council shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

107.2 Appeals. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision of City Council may appeal such decision to the Circuit Court, as provided by Florida Statutes.

107.3 Limitations on authority to grant variances. The City Council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 107.6 of this ordinance, the conditions of issuance set forth in Section 107.7 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The City Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

107.3.1 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 105.3 of this ordinance.

107.4 Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building, Chapter 11 Historic Buildings*, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

107.5 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 107.3.1, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

107.6 Considerations for issuance of variances. In reviewing requests for variances, the City Council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

107.7 Conditions for issuance of variances. Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the City Council that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building,

or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 108 VIOLATIONS

108.1 Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

108.2 Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

108.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law as provided by Section 1-15 of the City Code.

CHAPTER 2 DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

201.2 Terms defined in the *Florida Building Code*. Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

201.3 Terms not defined. Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision

of this ordinance or a request for a variance.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before December 3, 2001. [Also defined in FBC, B, Section 1612.2.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before December 3, 2001.

Expansion to an existing manufactured home park or subdivision. The preparation of

additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after December 3, 2001 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 3, 2001.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [see in section 320.01, F.S.]

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO,

A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See *Instructions and Notes*]

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

CHAPTER 3 FLOOD RESISTANT DEVELOPMENT

SECTION 301 BUILDINGS AND STRUCTURES

301.1 Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 104.2.1 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24.

Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 307 of this ordinance.

SECTION 302 SUBDIVISIONS

302.1 Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

302.2 Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 105.2(1) of this ordinance; and
- (3) Compliance with the site improvement and utilities requirements of Section 303 of this ordinance.

SECTION 303 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

303.1 Minimum requirements. All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

303.2 Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

303.3 Water supply facilities. All new and replacement water supply facilities shall be

designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

303.4 Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 105.3(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

303.5 Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

SECTION 304 MANUFACTURED HOMES

304.1 General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance.

304.2 Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the *Florida Building Code Residential Section R322.2* and this ordinance.

304.3 Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

304.4 Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.4.1 or 304.4.2 of this ordinance, as applicable.

304.4.1 General elevation requirement. Unless subject to the requirements of Section 304.4.2 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential Section R322.2 (Zone A)*.

304.4.2 Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 304.4.1 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential Section R322.2 (Zone A)*; or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

304.5 Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential Section R322* for such enclosed areas.

304.6 Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential Section R322*.

SECTION 305 RECREATIONAL VEHICLES AND PARK TRAILERS

305.1 Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

305.2 Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 305.1 of this ordinance for temporary placement shall meet the requirements of Section 304 of this ordinance for manufactured homes.

SECTION 306 TANKS

306.1 Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

306.2 Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 306.3 of this ordinance shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

306.3 Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

306.4 Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood;

and

- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

SECTION 307 OTHER DEVELOPMENT

307.1 General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 303.4 of this ordinance if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

307.2 Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 303.4 of this ordinance.

307.3 Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 303.4 of this ordinance.

307.4 Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 303.4 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 105.3(3) of this ordinance.

SECTION 3. The City Code, Article III, is hereby amended by the following administrative amendments to the *Florida Building Code, Building*.

Add a new section 22-112 as follows:

22-112 Modifications of the strict application of the requirements of the Florida Building Code. The Building Official shall coordinate with the Floodplain Administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 22-114.

Add a new section 22-113 as follows:

22-113 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Section 105.14 and Section 107.6, shall not extend to the flood load and flood resistance construction requirements of the *Florida Building Code*.

Add a new section 22-114 as follows:

22-114 Variances in Flood hazard areas. Pursuant to section 553.73(5), F.S., the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

SECTION 4. FISCAL IMPACT STATEMENT.

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Avon Park. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 6. REPEALER.

Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict. This ordinance specifically repeals and replaces Ordinance 06-01 and the provisions under the current sections 22-501 through 22-506 of the City Code of Ordinances.

SECTION 7. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the City Council that the provisions of this ordinance shall become and be made a part of the City of Avon Park's Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 9. EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage.

This ordinance was read for the first time at the Regular Meeting of the City Council on the 14th day of July, 2014, when it was voted on by members of the City Council as follows:

Yeas 5 Nays 0 Absent 0

This ordinance was read for a second and final time at the Regular Meeting of the City Council on the _____ day of _____, 2014, when it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

ATTEST:

CITY OF AVON PARK, FLORIDA

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

RESOLUTION 14-09

A RESOLUTION VACATING THAT PORTION OF THE 50 FOOT RIGHT-OF-WAY (JOE HILTON STREET) LYING NORTH OF BLOCK 5 AND EAST OF THE NORTHERLY EXTENSION OF THE COMMON LINES OF LOT 2 AND LOT 3, BLOCK 5 AS SHOWN ON THE PLAT A.B. CANTERS SUBDIVISION AS RECORDED IN TRANSCRIPT BOOK PAGE 29 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; PROVIDING FOR A COPY TO BE FURNISHED TO HIGHLANDS COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park, Florida has been conferred authority to vacate any street or alley or part of street or alley by virtue of section 177.101 of the Florida Statutes (2013) as amended and supplemented; and

WHEREAS, the Petitioner and owner(s) of the properties which contains the subject unpaved and unimproved right-of-way, Kim Kildahl, and with agreement of property owners adjacent to the right-of-way, request the City Council of the City of Avon Park, Florida, to forever vacate and abandon the right-of-way located on the property described in Section 1 herein; and

WHEREAS, the Notice of Intent to seek vacation of right-of-way within the City of Avon Park was duly published in the Highlands Today on July 18, 2014, for the purpose of hearing objections to the vacating of said right-of-way at the July 28, 2014 City of Avon Park public meeting; and

WHEREAS, the local cable utility provider, Comcast Cablevision of West Florida, Inc., has indicated that they possess and maintain overhead utilities within the right-of-way as described in Section 1 herein, and therefore request an easement for those utilities; and

WHEREAS, the local utility provider, Duke Energy, has indicated that they possess and maintain distribution facilities within the right-of-way as described in Section 1 herein, and therefore request an easement for those utilities; and

WHEREAS, the local communications provider, Embarq Florida, Inc. D/B/A Century Link, has indicated that they possess and maintain facilities within the right-of-way as described in Section 1 herein, and therefore request an easement for those utilities; and

WHEREAS, the City of Avon Park has indicated the potential need for a future easement upon approval of the proposed right-of-way vacation, within the area as described in Section 1 herein; and

WHEREAS, the City Council, after having made a thorough study of the changing conditions in the neighborhood, being apprised of the existing facts, taking into consideration the other streets whereby property owners have access to their property, have determined that it is in

the best interest of the City of Avon Park and its residents that the said right-of-way shall be forever vacated and abandoned.

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

Section 1. Vacation of Right-of-Way. The right-of-way described as follows:

That portion of the 50 foot right-of-way (Joe Hilton Street) lying North of Block 5 and East of the Northerly extension of the common lines of Lot 2 and Lot 3, Block 5 as shown on the plat A.B. CANTERS SUBDIVISION as recorded in Transcript Book Page 29 of the Public Records of Highlands County, Florida;

is hereby vacated and abandoned.

Section 2. Copy Furnished to Highlands County. A copy of this Resolution shall be furnished to the Highlands County Board of County Commissioners in accordance with subsection 177.101(5) of the Florida Statutes (2013).

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

Section 4. A certified copy of this Resolution shall be duly recorded in the public records of Highlands County, Florida.

PASSED AND DULY ADOPTED by the City Council of the City of Avon Park, Florida, in regular session, this 28 day of July, 2014.

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 _____.

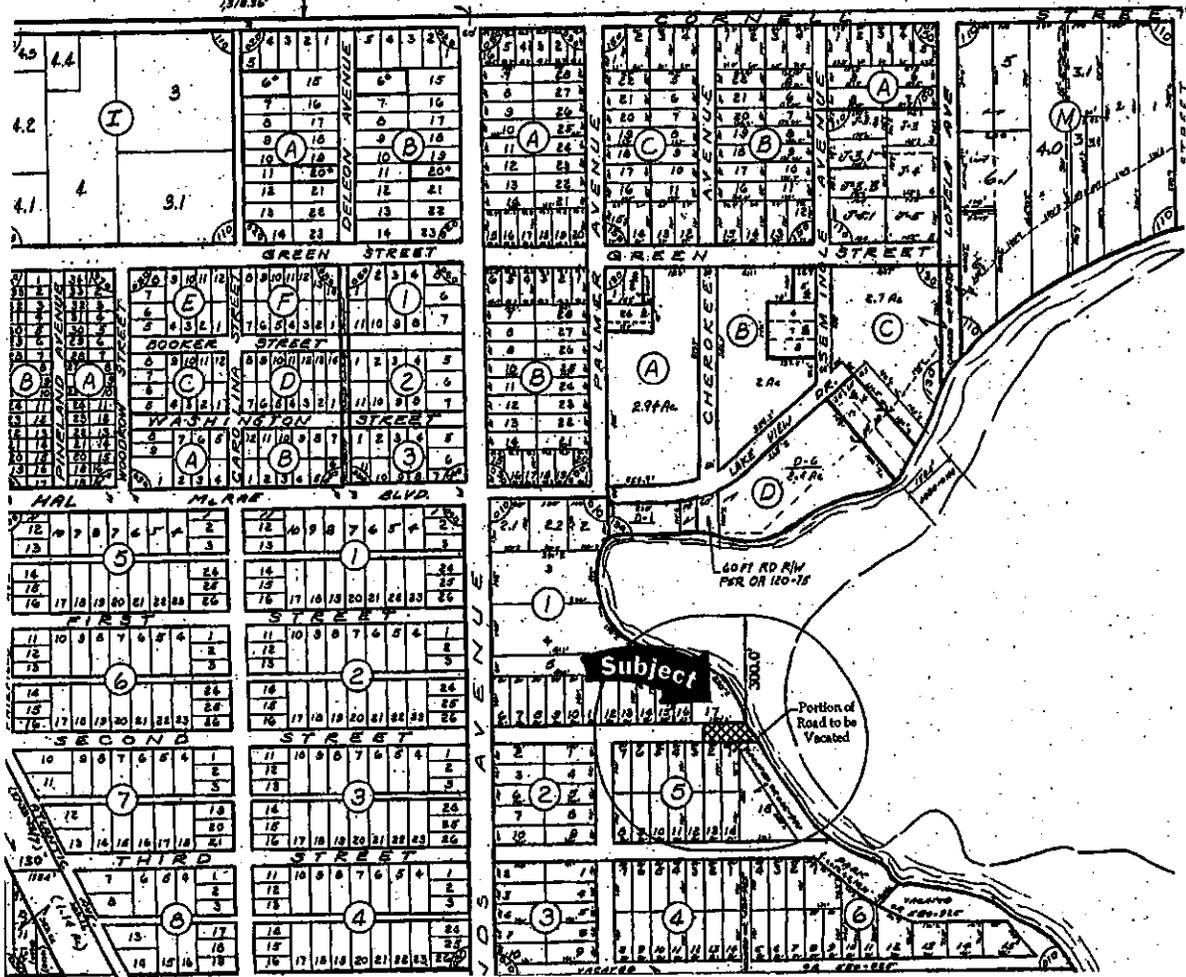
The vote was ___ for ___ against with ___ abstentions and ___ absent

Site Location Map

NOTE

SUB 020 LOTS SHOWN
AS PER ORIG. PLAT & M 7
LOTS REPARTED PER 3-14188

44C





**CITY OF AVON PARK
PETITION FOR RIGHT-OF-WAY VACATION
OVERVIEW REPORT
JULY 28, 2014**

TO: CITY OF AVON PARK CITY COUNCIL

SUBJECT: Resolution 14-09:

Applicant-Initiated Petition for Right-of-Way Vacation

An applicant initiated request to vacate that portion of unimproved right-of-way at the east end of Joe Hilton Street, apportioning subject unimproved right-of-way area between the following properties identified as parcel numbers: 1) A-26-33-28-010-0010-0160 and 2) A-26-33-28-010-0050-0010.

AGENDA & HEARING DATES:

July 8, 2014: Planning and Zoning Board (Public Hearing)

July 28, 2014: City Council (Adoption, Public Hearing)

REQUEST:

A petition for right-of-way vacation has been filed by Kim A. Kildahl.

The petition for vacation of right-of-way is for the eastern most unimproved portion of Joe Hilton Street, lying between property to the north identified by parcel ID: A-26-33-28-010-0010-0160 and property to south identified by parcel ID: A-26-33-28-010-0050-0010, along the western edge of the shoreline of Lake Lotela.

PLANNING AND ZONING BOARD ACTION:

On Tuesday, July 8, 2014, the Planning and Zoning Board unanimously voted to forward the petition for Right-of-Way vacation to the City Council with a recommendation of approval.

ATTACHMENTS:

Attached for the review of the City Council include:

- Petition for Right-of-Way Vacation
- List of all property owners notified within 300 feet of Right-of-Way to be vacated
- Written statements declaring there is or is not an interest in the right-of-way
- Location Map of right-of-way to be vacated

PROCEDURES FOR RIGHT-OF-WAY VACATION:

Below for reference are the procedures set forth by the City of Avon Park to vacate right-of-way within the City. Such petitions are reviewed by the City staff and City Attorney as well as the Planning and Zoning Board. A public hearing is then held before the City Council regarding the petition.

- Petition submitted by applicant.
- Review by Technical Review Committee (TRC).
- Notify property owners, within 300 feet of proposed right-of-way vacation, of the Planning and Zoning Board review and City Council public hearing.
- Public Notice of Planning and Zoning Board review of Intention to Vacate Right-of-Way.
- Planning & Zoning Board Review for recommendation to City Council.
- City Council Public Hearing.
- Public Notice of Intent of Adoption by City Council of Resolution to Vacate Right-of-Way.
- Record Resolution to Vacate Right-of-Way with County Recording Office.
- Letter of results to applicant.

FINDINGS OF FACT:

The Petition for Right-of-Way Vacation is to be reviewed by the City Staff, City Attorney, and the Planning and Zoning Board consistent with the requirements of the City of Avon Park, regarding the vacation of right-of-ways, property, or road closings.

Below are staff findings of fact determined during their review of the petition.

- A list of property owners within 300 feet of the requested Right-of-Way vacation have been notified.
- Comcast Cable indicates they have overhead cable facilities in the area, but does not object to this portion of Right-of-Way being vacated. Comcast does request an easement to maintain the overhead facilities.
- Embarq Florida, Inc. (a/b/a CenturyLink) has issued a letter of no objection. However, CenturyLink has facilities located in the area of Joe Hilton Street where the proposed Right-of-Way is to be vacated and requests an easement be granted by the petitioner at no cost to Century Link for those facilities.
- Duke Energy has issued a letter of no objection. However, Duke Energy has existing distribution facilities in the area to of the proposed vacation. Facilities that will require relocation and will be done at no cost to Duke Energy.
- The petitioner spoke with the City and the City may request an easement once the petition is approved.

CITY COUNCIL MOTION OPTIONS:

1. I move the City Council **approve** the petition for Right-of-Way vacation.
2. I move the City Council **approve with changes** the petition for Right-of-Way vacation.
3. I move the City Council **deny** the petition for Right-of-Way vacation.

KIM A. KILDAHL
457 Magellan Drive
Sarasota, FL 34243

Phone: (941) 356-4793
Fax: (941) 954-0318

E-mail:
KimKildahlCPA@gmail.com

June 13, 2014

Mr. Julian Deleon
City Manager
City of Avon Park
110 E. Main Street
Avon Park, FL 33825

RE: Vacating 50 feet of Joe Hilton Street, Avon Park

Enclosed herewith is a Petition for Vacating and Closing Right-of-Way.

Project Location: The proposed site is situated on the very end of Joe Hilton Street (Avon Park) as it dead-ends at Lake Lotela. The tax identification numbers and property addresses of the two (2) properties requesting the closing are #A263328-01000100160 address 433 Joe Hilton Street and #A263328-01000500010 address 436 Joe Hilton Street.

Also enclosed are the following letters and documentation from the local utilities:

Comcast Cablevision of West Florida, Inc. - does not object to the petition but does request an easement to maintain overhead cable service to existing customers.

Duke Energy - does not object to the petition and requests an easement. They also provided Easement documentation to be executed once the petition is approved.

Embarq Florida, Inc. D/B/A CenturyLink - does not object to the petition and requests an easement. They also provided Easement documentation to be executed once the petition is approved.

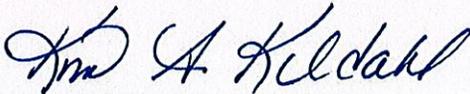
City of Avon Park - you had indicated via telephone conversation that the City would not object to the petition and may require an easement once the petition was approved.

Also enclosed is a list of the property owners within 300 feet for the City to notify, copy of a map of Highlands County Section 26, Map 45B, and a proposed site plan completed by Sherco, Inc. with the legal description of the proposed closing.

And last, enclosed is a check in the amount of \$250 made payable to The City of Avon Park.

If any additional information is needed please contact me.

Sincerely



Kim A. Kildahl

Enclosures

PETITION FOR VACATING AND CLOSING RIGHT -OF-WAY

TO: The City Council of Avon Park, Highlands County, Florida

The undersigned petitioners respectfully petition the City Council of Avon Park, Highlands County, Florida, and request that the road right-of-way described as follows:

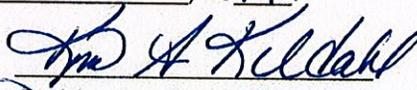
That portion of the 50 foot right-of-way (Joe Hilton Street) lying North of Block 5 and East of the Northerly extension of the common lines of Lot 2 and Lot 3, Block 5 as shown on the plat A.B. CANTERS SUBDIVISION as recorded in Transcript Book Page 29 of the Public Records of Highlands County, Florida.

Be vacated, abandoned, and discontinued and closed, and that any rights of the City and the public in and to the said right-of-way and any lands in connection therewith, be renounced and disclaimed by the City Council of Avon Park, Highlands County, Florida. In support of this petition, petitioners respectfully show:

1. Petitioners are the owners of all the land abutting the above described right-of-way.
2. The right-of-way is not now opened and never has been opened. The right-of-way and the use thereof are not now needed by the public and will not be needed in the future. The closing of the right-of-way will not deprive any of the petitioners the right of access to the property, nor will it deprive any other person of convenient access to his or her property.
3. The right-of-way is not a state or federal highway and no part of the right-of-way is located within the corporate limits of any municipality.

WHEREFORE, the undersigned petitioners request that the City Council of Avon Park, Highlands County, Florida, adopt a resolution setting a time and place for a public hearing, and, after due notice thereof, adopt a resolution vacating, abandoning, discontinuing and closing the right-of-way described above, and renouncing and disclaiming any rights of the City and the public in and to easement and any lands in connection therewith, in accordance with the provisions of Section 336.09 and Section 336.10 of the Florida Statutes.

DATED this 13TH day of JUNE, 2014.


Petitioner: Kim A. Kildahl


Petitioner: Douglas Barnard



December, 09 2013

Kim A. Kildahl
457 Magellan Drive
Sarasota, FL 34243

Re: Vacate 50' ROW of portion of Joe Hilton Street, Avon Park FL

Dear Kim Kildahl

Comcast Cable does not objection to vacate that part of Joe Hilton Street Lying North of Block 5 and East of the Northerly extension of the common Line of Lot 2 and 3, Block 5 as shown on the plat A.B. Canters Subdivision as Recorded in transcript Book Page 29 of the Public Records of Highlands County, Florida

There is overhead cable in this area.
Comcast Cable needs easement to maintain service to existing customers.

Should you have any questions or concerns, please feel free to contact me.
I can be reached at (941) 342-3578.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gonzalo Rojas'.

Gonzalo Rojas
Spec 2, Construction



LETTER OF NO OBJECTION

October 16, 2013

Ms. Kim A. Kildahl
457 Magellan Drive
Sarasota, FL 34243

SUBJECT: PROPOSED VACATE OF PORTION OF JOE HILTON STREET, AVON PARK, HIGHLANDS COUNTY, FLORIDA

Dear Ms. Kildahl:

Please be advised that Embarq Florida, Inc. D/B/A CenturyLink ("CenturyLink") has no objection to the proposed vacation and abandonment of that portion of Joe Hilton Street lying between Highlands County Tax Parcel ID #'s A263328-01000100160 (433 Joe Hilton Street) and A263328-01000500010 (436 Joe Hilton Street) **CONDITIONED UPON** owner granting a Cable Easement in the form attached and at no cost to CenturyLink.

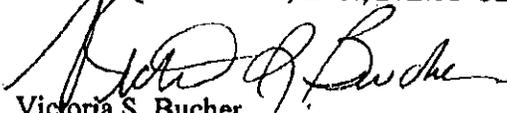
The location of said proposed vacation is more particularly shown on the attached map.

Please fill in the Resolution Number on Page 4 of the easement, sign it in the presence of two (2) witnesses and a notary public, and return to me at the address below.

Should there be any questions or concerns, please contact me at 407-814-5318 or by email at Victoria.bucher@centurylink.com.

Sincerely,

EMBARQ FLORIDA, INC., D/B/A/ CENTURYLINK



Victoria S. Bucher
Negotiator - Southern Region
Network Real Estate

C: K. Lutz, CenturyLink

Attachments: Cable Easement
Location Map

33 North Main Street
Winter Garden, FL 34787
Tel: 407-814-5318
Victoria.bucher@centurylink.com
www.centurylink.com

Prepared by and Return to:
Victoria S. Bucher, SR/WA
CenturyLink
425 N. 3rd St.
Leesburg, FL 32748

CABLE EASEMENT

This Cable Easement and the rights contained in it are granted by **KIM A. KILDAHL** ("Grantor"), whose address is 457 Magellan Drive, Sarasota, FL 34243.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor, for itself, its successors and assigns, grants to **EMBARQ FLORIDA, INC., D/B/A CENTURYLINK**, a Florida corporation, its successors, assigns, lessees, licensees and agents ("Grantee"), whose address is 100 CenturyLink Drive, Monroe, Louisiana 71203, subject to the terms stated in this Cable Easement, a perpetual easement ("Easement") to install, construct, operate, maintain, expand, replace and remove a communication system that Grantee may from time to time require consisting of underground cables and related facilities or structures as are reasonably necessary for Grantee to exercise the rights granted to it in this Cable Easement, upon, over, through, under and along a parcel of land described on Exhibit "A" ("Easement Tract"), said Easement Tract being a portion of real property described on Exhibit "B" ("Property"), both exhibits being attached to and incorporated by reference into this Cable Easement.

The grant of Easement also gives to Grantee the following rights: (a) the right of reasonable ingress and egress over and across the Easement Tract, Property and any real property owned or controlled by Grantor that is adjacent to the Easement Tract or Property for the purpose of Grantee exercising the rights granted to it in this Cable Easement; (b) the right to clear and keep clear all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract that interfere with Grantee exercising the rights granted to it in this Cable Easement; (c) the right to permit the carry-in and attachment of the conduit, wires, cables or other such items of any other entity or person as may be required by law; and (d) at Grantee's expense, the right to bring to and place at the Easement Tract electrical or other utility service for Grantee's use, and if required by the utility, Grantor will grant a separate easement to the utility for the purpose of the utility having access to and bringing service to the Easement Tract.

Grantor will have the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted to Grantee in this Cable Easement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract that interfere with the rights granted to Grantee in this Cable Easement.

Prepared by and Return to:
Victoria S. Bucher, SR/WA
CenturyLink
425 N. 3rd St.
Leesburg, FL 32748

EXHIBIT "B"
TO
CABLE EASEMENT

DESCRIPTION OF PROPERTY
(PARENT TRACT)

Lots 1, 2, 3, 12 and 13, Block 5, and a portion of closed street lying adjacent to Lot 1 and Lake Lotela, as closed by Resolution recorded in O.R. Book 626, Page 971, of the Public Records of Highlands County, Florida, of A.B. CANTERS SUB, as recorded in Plat Book 2, Page 104, of the Public Records of Desoto County and in Transcript Book, Page 29, of the Public Records of Highlands County, Florida.

AND

A portion of the Boulevard (Closed by Resolution in O.R. Book 626, Page 971 of the Public Records of Highlands County, Florida) lying East of Block 5, A.B. CANTER'S SUBDIVISION according to the plat thereof as recorded in Plat Book 2, Page 104, of the Public Records of Desoto County, Florida and in Transcript Book, Page 29, of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Block 5 said A.B. CANTERS SUBDIVISION; thence N 00°12'06" E, along the East line of said Lot 1, for 115.43 feet to the intersection of the Westerly right-of-way line of said boulevard (now closed) and the Point of Beginning; thence N 58°44'01" E for 47.33 feet to the intersection of the South right-of-way line of Joe Hilton Street; thence S 90°00'00" E along said South right-of-way line, for 4.7 feet more or less to the intersection of the Safe Upland Line of Lake Lotela; thence Southeasterly, along said Safe Upland Line, for 26 feet more or less to the intersection of a line that bears N 89°46'53" E from the Point of Beginning; thence S 89°46'53" W for 51 feet more or less returning to the Point of Beginning.

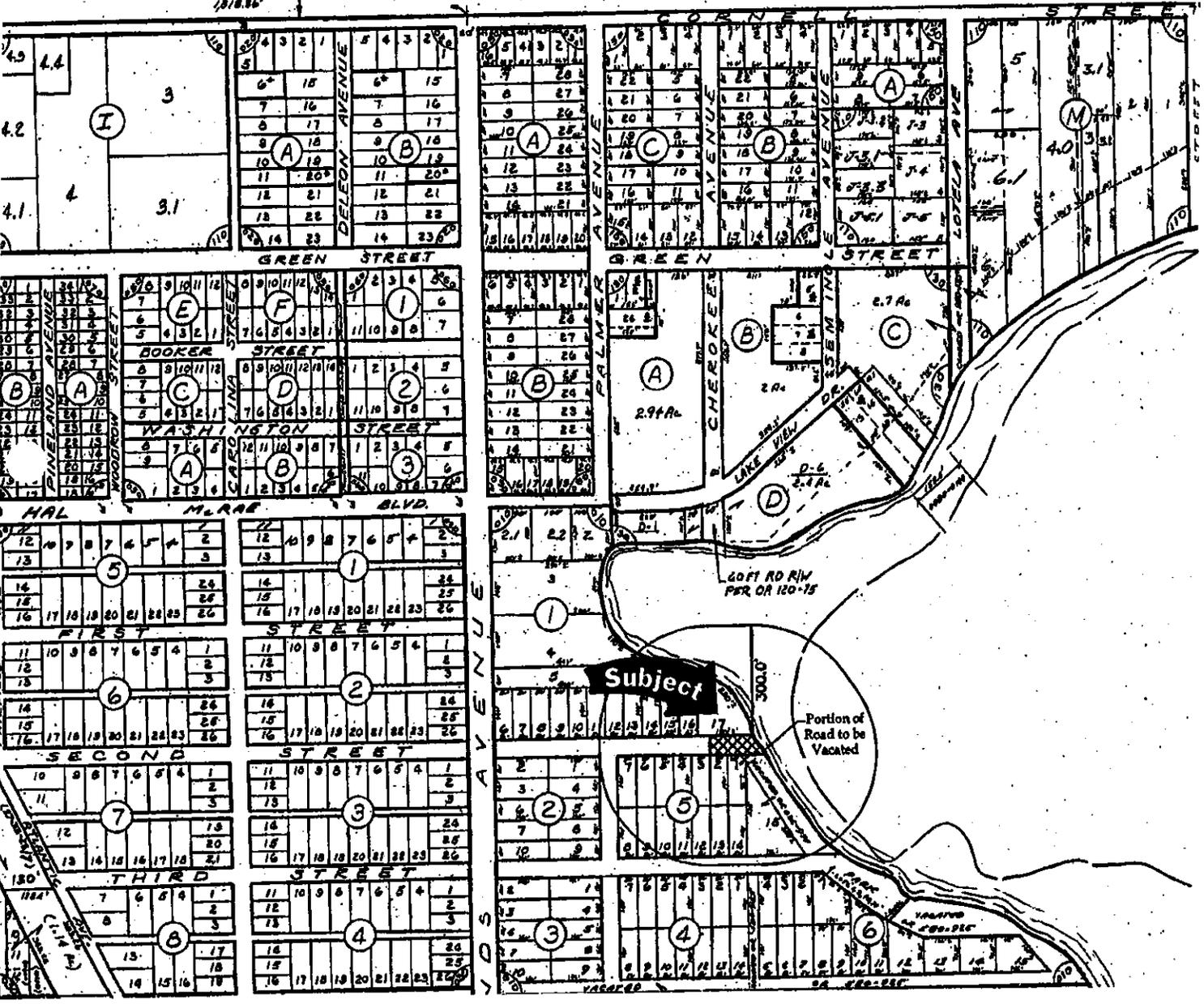
TOGETHER WITH all land Easterly from the above parcel to the shoreline of Lake Lotela.

Being those same lands conveyed to Grantor by Warranty Deed dated March 13, 2013 and recorded in O. R. Book 2372 on Pages 278 and 279, Public Records Highlands County, Florida.

NOTE

SUB OEO LOTS SHOWN
AS PER ORIG PLAT & M 7
LOTS REPLATED PER 3-7-1888

440



**KIM A. KILDAHL
457 Magellan Drive
Sarasota, FL 34243**

Phone: (941) 356-4793
Fax: (941) 954-0318

E-mail:
KimKildahlCPA@gmail.com

June 13, 2014

RE: Vacating 50 feet of Joe Hilton Street, Avon Park

Project Location: The proposed site is situated on the very end of Joe Hilton Street (Avon Park) as it dead-ends at Lake Lotela. The tax identification numbers and property addresses of the two (2) properties requesting the closing are #A263328-01000100160, address 433 Joe Hilton Street and #A263328-01000500010, address 436 Joe Hilton Street.

Property Owners within 300 feet of the proposed area:

434 Joe Hilton Street – Property ID #A-26-33-28-010-0050-0040
Justino Mendoza, P.O. Box 1624, Avon Park, FL 33826

429 Joe Hilton Street – Property ID #A-26-33-28-010-0010-0150
Carolyn R. Smith, 429 Joe Hilton St., Avon Park, FL 33826

425 Joe Hilton Street – Property ID #A-26-33-28-010-0010-0051
Gary D. Underwood and Anthony Merrell, 910 S. Verona Ave., Avon Park, FL 33825

423 Joe Hilton Street – Property ID #A-26-33-28-010-0010-0110
Diana Hilton, 425 E. Joe Hilton St., Avon Park, FL 33825

414 Joe Hilton Street – Property ID #A-26-33-28-010-0050-0060
Manuel Lugo and Maria Sanchez, P.O. Box 1895, Avon Park, FL 33826

412 Joe Hilton Street – Property ID #A-26-33-28-010-0020-0010
Frank and Helen Hodo, 215 Lassiter St, Avon Park, FL 33825

409 Joe Hilton Street – Property ID #A-26-33-28-010-0010-0080
Diana Hilton, 425 E. Joe Hilton St., Avon Park, FL 33825

411 Ben Hicks Street – Property ID #A-26-33-28-010-0050-0140
Delia E. Whalen and Robert J. Wallace, 411 Ben Hicks St., Avon Park, FL 33825

403 Ben Hicks Street – Property ID #A-26-33-28-010-0050-0080
Jackie and Linda Alexander, 403 Ben Hicks St., Avon Park, FL 33825

1214 Memorial Drive – Property ID #A-26-33-28-010-0010-0040
Yolanda Wyche, 1214 Memorial Dr., Avon Park, FL 33825



452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

o 407 905 3310
f 407 905 3383

Oct. 10, 2013

Ms. Kim A. Kildahl
457 Magellan Drive
Floral City, Florida 344436-3241

**RE: Vacation of a portion of Joe Hilton Street, Avon Park
Highlands County, Florida**

Dear Ms. Kildahl:

Duke Energy has existing distribution facilities in the area to be vacated. Facilities that require relocation will be done at no cost to Duke Energy. You can provide us with an easement if the facilities do not interfere with your plans.

Please be advised that Duke Energy Distribution and Transmission Departments have "**NO OBJECTION**" to the vacation and abandonment of that portion of Lake Consuela Drive, Floral City, FL, as highlighted on Exhibit "A" attached hereto and by this reference made a part hereof. This consent is contingent upon the execution of the attached easement over the new easement area.

Enclosed are the necessary easement documents required for our existing facilities. The owner(s) will need to execute these easement documents before two different witnesses, and the notary will need to complete the acknowledgement.

Kindly return two (2) of the executed Easements, with original signatures, in the enclosed envelope. The third copy is for the owner's records. Instructions are included for the verification of proper execution of the documents.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely

A handwritten signature in cursive script, appearing to read "Irma Cuadra".

Irma Cuadra
Right of Way Support Specialist

Enclosures

INDIVIDUAL EASEMENT INSTRUCTION SHEET

- Property Owner(s) need to sign (as their names appear on the deed) on the lines in the **GRANTOR** column. Each property owner's name must be typed or legibly written under each signature line.
- The Property Owner's address must be typed in or legibly written below the signature(s) on the designated lines.
- **Two (2) witnesses are required and must sign on the line in the *WITNESS* column.** If the Notary is one of the witnesses, the Notary must sign in the *WITNESS* column, as well as in the acknowledgment. The names of each witness must be typed or legibly written under each signature.
- The acknowledgment must be fully completed, signed and sealed by the Notary. The Notary seal must be in **black ink** according to Florida State Statute 117.05. The Notary's name must be typed or legibly written below the signature line. Also, the information under the Notary's signature must be *typed* or *printed* in the spaces shown. The Notary must state if the person(s) signing is personally known to him/her, and if the person(s) did/did not take an oath. The form of identification presented to the Notary must be indicated (such as Florida Driver's License).

- **Do not alter Easements without Duke Energy's prior approval, as this form has been approved by the Florida Public Service Commission.**



SEC.: 26	TWP: 33	RGE: 28	COUNTY: HIGHLANDS	PROJECT: VACATE OF JOE HILTON STREET
GRANTOR: KIM A. KILDAHL				
SITE ADDRESS: PORTION OF JOE HILTON STREET TO BE VACATED				
TAX PARCEL NUMBER: A-26-33-28-010-0050-0010				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Highlands County, to wit:

The South 25.00 feet of that portion of 50.00 foot Right-Of-Way (Joe Hilton Street) lying North of Lots 1 and 2, Block 5, A.B. CANTERS SUBDIVISION, as recorded in Plat Book 2, Page 104, of the Public Records of Desoto County, Florida and Transcript Book, Page 29, of the Public Records of Highlands County, Florida; which right-of-way is being vacated contemporaneously herewith.

The purpose of this easement is to grant to Grantee easement rights over that portion of Joe Hilton Street described above in connection with Highlands County's vacation of that portion of Joe Hilton Street and Grantor's attendant acquisition of fee title ownership thereof.

For further illustration, see Exhibit "A" attached hereto, incorporated herein, and by this reference made a part hereof.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any trees or vegetation adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other

rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

REST OF THE PAGE

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All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and sealed this ____ day of _____, 2013.

WITNESSES:

GRANTOR(S):

Signature of First Witness

Signature of Kim A. Kildahl

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

Grantor(s) mailing address: _____

436 Joe Hilton Street

Avon Park, Florida 33825

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 2013, by **Kim A. Kildahl** who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:



SEC.: 26	TWP: 33	RGE: 28	COUNTY: HIGHLANDS	PROJECT: VACATE OF JOE HILTON STREET
GRANTOR: KIM A. KILDAHL				
SITE ADDRESS: PORTION OF JOE HILTON STREET TO BE VACATED				
TAX PARCEL NUMBER: A-26-33-28-010-0050-0010				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Highlands County, to wit:

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GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

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IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and sealed this ____ day of _____, 2013.

WITNESSES:

GRANTOR(S):

Signature of First Witness

Signature of Kim A. Kildahl

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

Grantor(s) mailing address:

436 Joe Hilton Street

Avon Park, Florida 33825

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 2013, by **Kim A. Kildahl** who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:



SEC.: 26	TWP: 33	RGE: 28	COUNTY: HIGHLANDS	PROJECT: VACATE OF JOE HILTON STREET
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GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described easement.

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IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and sealed this _____ day of _____, 2013.

WITNESSES:

GRANTOR(S):

Signature of First Witness

Signature of Kim A. Kildahl

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

Grantor(s) mailing address:

436 Joe Hilton Street

Avon Park, Florida 33825

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 2013, by **Kim A. Kildahl** who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

Agenda Item Summary

Subject: Acquisition of the Brickell Building
2 East Main Street, Avon Park, FL 33825

Item No. E11

Placed on Agenda by: City Manager

Total Amount of Project: \$370,000 budgeted for FY 2014/2015

Staff Review: Yes

Attorney Review: Yes

Recommended Motion(s):

Motion to approve the contract as outlined in Exhibit-A.

Motion to authorize the acquisition by budgeting as follows into FY 2015:

1. \$120,000 from Main Street CRA
2. \$250,000 from the Infrastructure Fund

Background:

The historic Brickell building is an integral part of the City's Historic Downtown. Over the past decade, numerous attempts have been made to rehabilitate the building. The exterior and first floor are in partially completed. The upstairs has been framed.

The Building price has gone from a high of over \$1 M (see attached realtor flyer from 2012/2013) to our currently accepted offer of \$370,000. The parking lot alone is 0.70 acres of paved improved areas which benefit all of the commercial areas within the City's downtown retail core. The parking lot alone could be dedicated for public purpose with an estimated value of \$90,000. This means that the improved structure, consisting of 25,453 square ft, would be acquired at an estimated **\$11 per square foot**.

We would have a 45 day diligence period for inspections prior to closing on the purchase in the new fiscal year. During this diligence period, the City may withdraw for any reason.

Attachments: Exhibit-A Contract to purchase
Exhibit-B Realtor Flyer w/ Background on building

Commercial Contract



1* 1. PARTIES AND PROPERTY: City of Avon Park ("Buyer")

2* agrees to buy and Citizens Bank & Trust ("Seller")

3* agrees to sell the property as: Street Address: 2 E. Main St. Avon Park FL 33825

4* _____

5* Legal Description: See attached Addendum 1 (2 Pages)

6* _____

7* and the following Personal Property: _____

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

Handwritten: 370,000 ~~400,000~~ 350,000 7/23

10* 2. PURCHASE PRICE: _____ \$ _____

11* (a) Deposit held in escrow by Ridge Security Title \$ _____
12 John K. McClure PA ("Escrow Agent") (checks are subject to actual and final collection) \$ 15000

13* Escrow Agent's address: 704 W. Main St. Avon Park FL 33825 Phone: 863-419-3485

14* (b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ _____

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. \$ 335,000
20 ~~375,000~~

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before July 24, 2014, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

Handwritten: 355,000 7/23/14

30 4. CLOSING DATE AND LOCATION: _____

Handwritten: or before October 28th 2014

31* (a) Closing Date: This transaction will be closed on October 14, 2014 (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in Highlands County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, Buyer will apply for third party
41* financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment
43* or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____
44* years, with additional terms as follows:

45* _____
46* Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if
48* left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49* (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the
50* mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately
51* upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left
53* blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
54* If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time
55* thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56* satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57* **of Paragraph 5 only):** If Buyer has used good faith and reasonable diligence but does not obtain Loan
58* Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59* lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be
60* returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for
61* obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62* as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to
63* retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
65* deed other _____, free of liens, easements and encumbrances of record or
66* known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67* easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____

69* _____
70* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
71* Property as _____

72* (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and
74* within _____ days after Effective Date or at least 15 days before Closing Date deliver to Buyer (check one)
75* (i.) a title insurance commitment by a Florida licensed title insurer selling forth those matters to be
76* discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount
77* of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the
78* evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after
79* Effective Date.
80* (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81* existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable
82* to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83* of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and
84* certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and
85* in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of
86* title.

87* (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
88* of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

89* Buyer  (_____) and Seller  (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* (2) Buyer delivers proper written notice and Seller cures the defects within ___ days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) Survey: (check applicable provisions below)

97* (i.) Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99* _____
100 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
102 date this Contract is terminated.

103* Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105* encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
106* accept the Property with existing encroachments such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer
114 waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115* (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117* (b) Due Diligence Period: Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the
139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's
140 deposit will be immediately returned to Buyer and the Contract terminated.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

142* Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148 materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
149 without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 **(a)** In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
220 brokerage fee.

221 **(b)** In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240* Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the
259 Buyer.

260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with
265 and assist Buyer in collecting any such award.

266 **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is
267 not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280* (a) **Seller's Broker:** Coldwell Banker Commercial NRT Joseph M. Nolen SR
281 (Company Name) (Licensee)
282* _____
283 (Address, Telephone, Fax, E-mail)

284* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285* by Seller Buyer both parties pursuant to a listing agreement other (specify) _____
286* _____

287* Buyer (Signature) () and Seller (Signature) () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: Worden Realty Grant Worden
 289* (Company Name) (Licensee)
 290* 1615 W. Main St Avon Park Fl 33825 863-453-5678
 291* (Address, Telephone, Fax, E-mail)

292* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
 293* by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)

294* _____
 295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
 296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
 297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
 298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
 299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
 300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
 301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
 302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
 304 this Contract):

- 305* Arbitration Seller Warranty Existing Mortgage
- 306* Section 1031 Exchange Coastal Construction Control Line Buyer's Attorney Approval
- 307* Property Inspection and Repair Flood Area Hazard Zone Seller's Attorney Approval
- 308* Seller Representations Seller Financing Other _____

309 22. ADDITIONAL TERMS:

310* This sale is contingent upon obtaining ^{City Council} board approval with a planned meeting on October 28, 2014.
 311* _____
 312* _____
 313* _____
 314* _____
 315* _____
 316* _____
 317* _____
 318* _____
 319* _____
 320* _____

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
 322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
 323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
 324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
 325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
 326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
 327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
 328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
 329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
 330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS
 331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE
 332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333* Buyer (Signature) () and Seller (Signature) () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* _____
339 _____

Date: 7/22/14

340* JULIAN DELEON
341 (Typed or Printed Name of Buyer)

Tax ID No: _____

342* Title: CITY MANAGER

Telephone: _____

343* _____
344 _____

Date: _____

345* _____
346 (Typed or Printed Name of Buyer)

Tax ID No: _____

347* Title: _____

Telephone: _____

348* Buyer's Address for purpose of notice: _____

349* Facsimile: _____

Email: _____

350* Brian Bracey
351 _____

Date: _____

352* Brian Bracey
353 (Typed or Printed Name of Seller)

Tax ID No: _____

354* Title: SUP. of Citizens Bank & Trust

Telephone: _____

355* _____
356 _____

Date: _____

357* _____
358 (Typed or Printed Name of Seller)

Tax ID No: _____

359* Title: _____

Telephone: _____

360* Seller's Address for purpose of notice: _____

361* Facsimile: _____

Email: _____

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362* Buyer [Signature] () and Seller [Signature] () acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

Addendum 1 (2 pages)

OFFICIAL RECORDS FILE# 1645136 BK 2312 PG 1303 RCD: 02/01/2012 08:54:44 AM
D.C. JBASSETT DEED DOC STAMPS \$0.70 ROBERT W. GERMAINE CLERK OF COURTS
HIGHLANDS CO.

1320

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR HIGHLANDS COUNTY, FLORIDA
CIVIL DIVISION

CITIZENS BANK AND TRUST,

Plaintiff,

Case No.: 11-000814-GCS

vs.

AMERICAN HERITAGE PROPERTIES OF POLK, LLC,
a Florida limited liability company, and JOSE F. REYNOSO,

Defendants.

HIGHLANDS COUNTY
CLERK OF COURT
2012 JAN 31 A 8:50
FILED

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he/she executed and filed a Certificate of Sale in this action on January 31, 2012, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections. The following property in Highlands County, Florida, described as follows, was sold to Citizens Bank and Trust, 222 State Road 60, Lake Wales, Florida 33853.

SEE ATTACHED EXHIBIT "A"

WITNESS my hand and the seal of this Court, on January 31, 2012.

ROBERT W. GERMAINE
Clerk of the Circuit Court, Highlands County, Florida

By: [Signature]
Deputy Clerk



Copies furnished to:

American Heritage Properties of Polk, LLC
c/o Jose F. Reynoso, Registered Agent
627 Chestnut Hill Place

Bartow Redevelopment Group 190, LLC
c/o Jose F. Reynoso, Registered Agent
627 Chestnut Hill Place

EXHIBIT "A"

A PORTION OF LOT 5 AND A PORTION OF THE WEST 110.00 FEET OF LOT 4, BLOCK 42, TOWN OF AVON PARK IN SECTION 22, TOWNSHIP 33 SOUTH, RANGE 28 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 58, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN SOUTH 89 DEGREES 19 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5 FOR 80.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 41 SECONDS EAST FOR 55.76 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 03 SECONDS WEST FOR 7.80 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 41 SECONDS WEST FOR 27.62 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 28 SECONDS WEST FOR 12.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 41 SECONDS EAST FOR 74.84 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 12 SECONDS EAST FOR 1.10 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 41 SECONDS EAST FOR 11.35 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 19 SECONDS WEST FOR 4.90 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 41 SECONDS EAST FOR 8.80 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 19 SECONDS WEST FOR 38.70 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 41 SECONDS EAST FOR 4.10 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 19 SECONDS WEST FOR 17.70 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTH 00 DEGREES 05 MINUTES 41 SECONDS EAST, ALONG SAID WEST LINE, FOR 88.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 43 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 5 AND A PORTION OF LOT 4 FOR 145.23 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 59 SECONDS WEST ALONG A COMMON LINE BETWEEN A TWO STORY AND ONE STORY BUILDING FOR 75.57 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 01 SECONDS EAST FOR 43.42 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECONDS WEST FOR 25.56 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 01 SECONDS EAST FOR 41.85 FEET TO A POINT 10.00 FEET WEST OF THE EAST LINE OF SAID LOT 4; THENCE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS WEST AND PARALLEL TO SAID EAST LINE OF LOT 4 FOR 170.24 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 89 DEGREES 19 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 4 AND 5 FOR 150.29 FEET TO THE POINT OF BEGINNING. THE GRANTORS RESERVE A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 4, COMMON WITH THE SOUTHEAST CORNER OF LOT 5, OF BLOCK 42, TOWN OF AVON PARK, IN SECTION 22, TOWNSHIP 33 SOUTH, RANGE 28 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 58, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART; THENCE RUN SOUTH 89 DEGREES 19 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 12.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS EAST FOR 110.38 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST FOR 36.44 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 01 SECONDS EAST FOR 58.85 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 01 SECONDS EAST FOR 30.42 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECONDS WEST FOR 25.56 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 01 SECONDS EAST FOR 41.85 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST FOR 54.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 01 SECONDS WEST FOR 64.70 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST FOR 18.83 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST FOR 102.32 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 89 DEGREES 19 MINUTES 17 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 4 FOR 20.00 FEET TO THE POINT OF BEGINNING.

Parcel ID #A223328-0100200040

COMMERCIAL "AS-IS, WHERE-IS" ADDENDUM

Citizens Bank & Trust

THIS COMMERCIAL "AS-IS, WHERE-IS" ADDENDUM (the "Addendum") is made, executed and delivered on July 23, 2014, by and between Citizens Bank & Trust (the "Seller") and City of Avon Park (the "Buyer"), who state and agree that the following provisions are incorporated in and made a part of the sale and purchase contract (the "Contract") between the Buyer and Seller of even date herewith regarding the sale and purchase of that certain real property located at 2 E. Main Street, Avon Park, Highlands County, Florida 33825, and being more particularly described in the Contract (the "Property").

1. **Disclaimer of Warranties; Property "As-Is."** BUYER, FOR ITSELF, AND FOR BUYER'S SUCCESSORS, HEIRS, AND ASSIGNS, WARRANTS AND ACKNOWLEDGES TO, AND AGREES WITH SELLER THAT BUYER SHALL PURCHASE THE PROPERTY, AND ANY IMPROVEMENTS THEREON, IN THEIR "AS-IS, WHERE-IS" CONDITION, WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE SELLER. Buyer hereby releases the Seller and its employees, officer, directors and agents from any and all liability for any known or unknown defects in the Property, and any improvements thereon, now existing or which may arise in the future, or which Seller may have undertaken to repair or replace prior to the date of this Release; and, Purchaser hereby waives any rights which Purchaser may have or which may arise in the future regarding the repair or replacement of any defect in the Property, or any improvements thereon. Buyer acknowledges that Buyer as been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of Buyer's choosing, and Buyer acknowledges that Buyer has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches, projection, proforma statement, representation, guarantee or warranty (whether express or implied, or oral or written, or material or immaterial) that may have been given or made by or on behalf of the Seller unless it is contained in or arises pursuant to this Contract.

2. **Chinese/Problem Drywall.** Due to the shortage of building materials in the United States, some properties were built or renovated using problem drywall imported from or manufactured in China. Chinese/problem drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of circuit breakers, air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other items as well as create noxious odors which may also pose health risks.

i. **Seller's Knowledge.** Seller has no knowledge of the presence of Chinese/problem drywall or of any records or reports pertaining to Chinese/problem drywall affecting the Property.

ii. **Buyer's Acknowledgement.** Buyer acknowledges that Seller is a lender which acquired the Property through foreclosure or other default-related means and that Seller possesses little, if any, information about the Property. Buyer acknowledges that the sale is on an "as-is, where-is" basis and Buyer is being given or has been given the opportunity to conduct a risk assessment or inspection of the Property for the presence of Chinese/problem drywall.

Seller's Initials: BS

Buyer's Initials: CP

iii. **Chinese/Problem Drywall Inspection:** (Check One)

Buyer waives the right and opportunity to conduct a risk assessment or inspection of the Property to determine whether Chinese/problem drywall exists in the Property, and hereby accepts the drywall in Property in its existing "as-is, where-is" condition.

Buyer, at Buyer's expense, may have a inspector, licensed contractor or other licensed professional to conduct an inspection or risk assessment of the Property to determine whether Chinese/problem drywall is present in the Property within ____ days from the effective date of the Contract (the "Drywall Inspection Period"). Buyer shall be responsible for the prompt payment of such inspections and shall repair all damage to the Property resulting from such inspections. If the inspection or risk assessment reveals the presence of Chinese/problem drywall or reveals damage to the Property resulting from the Chinese/problem drywall, Buyer may cancel the Contract by giving written notice to the Seller within 3 days from the end of the Drywall Inspection Period and receive a refund of Buyer's deposit hereunder. If Buyer fails to cancel timely or fails to conduct the inspections permitted in this paragraph, Buyer may not terminate the Contract pursuant to this paragraph. Nothing in this paragraph shall require the Seller to make any improvements or renovations to the Property based on the presence of Chinese/problem drywall.

iv. **Professional Advice.** Buyer acknowledges Seller has not conducted any independent investigations to verify the accuracy or completeness of information about the presence or effect of Chinese/problem drywall in the Property. Buyer agrees to rely solely on professional inspectors, governmental agencies or any third parties retained by the Buyer regarding any issue related to Chinese/problem drywall.

v. **Buyer's Acceptance.** Upon the waiver of the right to inspect for Chinese/problem drywall or upon the expiration of the Drywall Inspection Period, Buyer also acknowledges and agrees to accept full responsibility/risk for any matters that may result from the presence of Chinese/problem drywall in the Property. Buyer holds harmless, releases, and indemnifies Seller and Seller's agents from any liability/recourse/damages (financial or otherwise) resulting from the presence of Chinese/problem drywall in the Property. Buyer is satisfied with the conditions of the Property and has not in any way relied upon any representations of the Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Chinese/problem drywall in the Property.

3. **Mold.** Buyer is hereby advised that hazards such as but not limited to biohazards, microscopic organisms, mildew, spores, allergens and/or mold (collectively referred to in the paragraph as "hazard(s)") may exist at the Property. Many of the hazards are environmental conditions that are common in commercial properties and may affect the Property or may have caused damage to personal or real property at the Property. Such hazards may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons and in some forms have been reported to be toxic. Mold may have been removed or covered in the course of cleaning or repairing the Property. Buyer acknowledges and agrees that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated contaminations, Seller does not in any way warrant the cleaning, repairs or remediation if any. Buyer also acknowledges and agrees to accept full responsibility/risk for any matters that may result from said hazards. Buyer holds harmless, releases, and indemnifies Seller and Seller's employees, officers, directors, or agents from any liability/recourse/damages (financial or otherwise) resulting from the presence of hazards on the Property. Buyer is satisfied with the conditions

Seller's Initials: BS

Buyer's Initials: JD

of the Property and has not in any way, relied upon any representations of the Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of hazards in or around the Property.

4. **Keys and Entry Devises to Property.** Seller will deliver all keys and entry devises for the Property in Seller's possession to the Buyer at closing. Buyer hereby agrees to change the locks on the Property immediately after closing. Buyer also acknowledges and agrees to accept full responsibility/risk for any matters that may result from Buyer failing to change the locks to the Property immediately after closing. Buyer holds harmless, releases, and indemnifies Seller and Seller's employees, officers, directors or agents from any liability/recourse/damages (financial or otherwise) resulting from the Buyer failing to change the locks on the Property immediately after closing.

5. **Conflict with Contract Terms.** The provisions of this Addendum shall take precedent and control over any conflicting provisions within the Contract. Except as expressly modified herein, the Contract shall remain in full force and effect, and the terms thereof are hereby ratified and confirmed.

6. **Addendum Survives Closing.** The terms and provisions of this addendum shall survive the closing of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date and year first above written.

SELLER:

CITIZENS BANK AND TRUST

✓ Ashley Jones
Printed Name: Ashley Jones
Witness #1

By: Brian Brucey
Printed Name: Brian Brucey
Its: SVP

✓ Sheri A. Deal
Printed Name: Sheri A. Deal
Witness #2

BUYER:

CITY OF AVON PARK

✓ _____
Printed Name: _____
Witness #1

✓ Julian Deleon
Printed Name: Julian Deleon
Its: City Manager

✓ _____
Printed Name: _____
Witness #2

(PENDING City Council
APPROVAL on 7/28/14)

Brickell Building

2 East Main Street, Avon Park, Florida

For Sale



Property Overview

The building is a partially-renovated two-story historical building. The existing improvements include a building with a total enclosed area of 25,453 SF, located on a site with a total land area of 42,602 SF or 0.98 acres MOL. The additional land provides more than ample parking for the subject property along with other businesses which surround it. In addition, the Central Business District has a generous supply of on-street parking.

Property Details

Price : **\$1,085,000**

Features : Plenty of Parking
Classic Building

Area Description : East Main Street and South Lake Avenue, Avon Park, Florida. This is in the Central Business District (CBD) with a beautiful park that is surrounded by many very successful businesses.

Contact Information :

Gloria Spanjers, Realtor®
gloria@mycommercialteam.com
Cell Phone : (863) 206-4749

Mike Nolen, Sr., Realtor®
mike@mycommercialteam.com
Cell Phone : (863) 325-5856
Bob Kelly, Realtor®
bob@mycommercialteam.com
Cell Phone : (863) 221-0932



**COLDWELL
BANKER
COMMERCIAL**

NRT

290 Cypress Gardens Boulevard, Winter Haven, FL 33880

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(863) 294-7541

Brickell Building

2 East Main Street, Avon Park, Florida

For Sale

Commercial Office/Retail Building

2 East Main Street, Avon Park, Florida

DESCRIPTION:

Commercial building in the central business district (CBD) of Avon Park, that is partially renovated, with retail and professional space on ground floor. Partially built-out studio apartments are located on second floor. Great potential for this beautiful old building, once renovations are completed.

LOCATION:

East Main Street and South Lake Avenue, Avon Park, Florida. This is in the Central Business District (CBD) with a beautiful park that is surrounded by many very successful businesses.

SITE:

The building is a partially-renovated two-story historical building. The existing improvements include a building with a total enclosed area of 25,453 SF, located on a site with a total land area of 42,602 SF or 0.98 acres MOL. The additional land provides more than ample parking for the subject property along with other businesses which surround it. In addition, the Central Business District has a generous supply of on-street parking.

ZONING & LAND USE:

City of Avon Park - Mixed Use Commercial (C-4). Downtown Commercial Future Land Use.

TAX CREDITS & GRANTS:

Officials with the City of Avon Park have advised that this building is a historic site and is on the National Registry. The former owner was given a grant of \$40,000 and apparently did not spend the money. There is reportedly a 21% tax credit for renovations made to the building.

PRICE:

\$1,085,000.00

Contact Information :

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Cell Phone : (863) 325-5856
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290 Cypress Gardens Boulevard, Winter Haven, FL 33880

Brickell Building

2 East Main Street, Avon Park, Florida

For Sale



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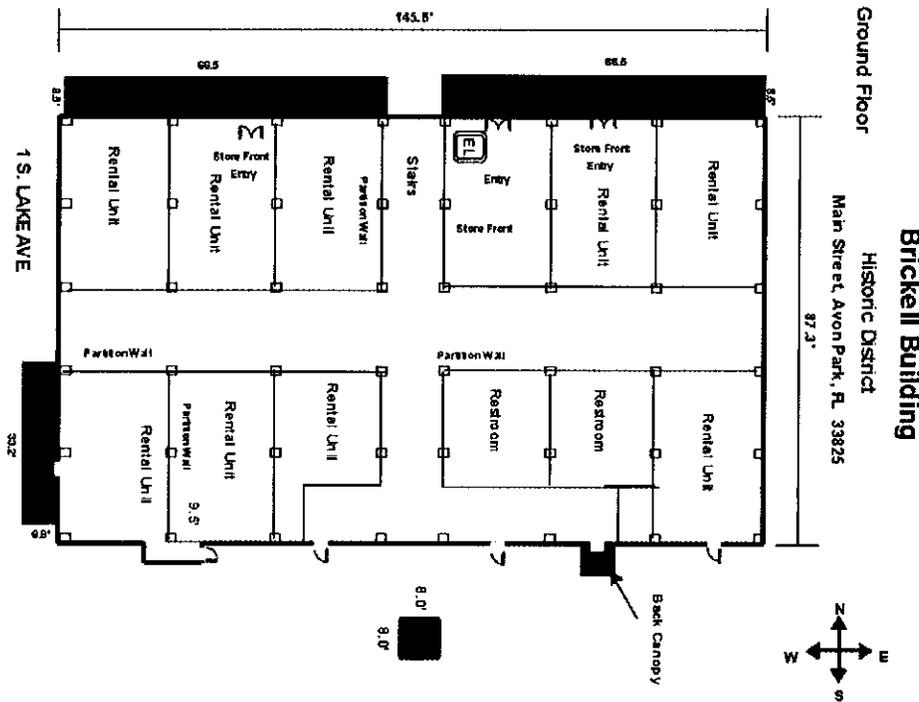
(863) 294-7541

Brickell Building

2 East Main Street, Avon Park, Florida

For Sale

IMPROVEMENT DATA:
BUILDING SKETCH:



Page # 8 of 45

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Agenda Item Summary

Subject: Airport Budget Changes

Item No. E-12

Placed on Agenda by: City Manager

Total Amount of Project: \$1,250,000 budgeted for FY 2014/2015

Staff Review: Yes

Attorney Review: N/A

Recommended Motion(s):

Motion to budget as follows into FY 2015:

1. \$600,000 in the Airport fund to build new or relocate T-hangars (100% FDOT grant funded)
2. \$650,000 in the Airport Fund to build a fuel farm (80% FDOT grant funded in FY 2015/2016. This means that we have to front the cost for the entire project next fiscal year.)
3. Budget an **Interfund transfer** of \$100,000 from the Airport CRA to the Airport Fund for the purposes of the fuel farm.
4. Budget an **Interfund Loan** from the Infrastructure Fund to the Airport Fund for \$550,000

Background:

Due to safety concerns, the FDOT has agreed to fund the relocation or new construction of the existing (10) T-hangars which are in the way of taxi-ways. These funds should become available in FY 2015. Accordingly, if the funding becomes available, and we accept it, we need to budget.

The Airport is finally in a position to acquire 80% grant funded fuel tank to be owned by the City.

Administration is recommending approval of these initiatives. Both of these projects will lead to economic development, and lead to the needed increased revenues for the City's Airport Fund. These activities are consistent with the Airport Master plan.