



**CITY COUNCIL REGULAR MEETING**  
**City Council Chamber**  
**123 E Pine St**  
**Avon Park, Fl**  
**August 22, 2016 6:00 PM**

**A. OPENING**

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

**B. CITY ATTORNEY**

**B1. Closed Executive Session Announced (Mayor)**

**B2. Closed Meeting Commenced (See instructions) (Mayor)**

**B3. Closed Meeting Concluded (See instructions) (Mayor)**

**B4. OPEN DISCUSSION OF NEGOTIATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE IAFF LOCAL 3132**

**C. CONSENT AGENDA:**

5. Budget Adjustments
6. Approve Minutes of 8/8/2016 Regular Council Meeting
7. Correction of Minutes of 7/25/2016\*\*

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

8. American Legion Suicide Prevention Awareness

**E. ADMINISTRATIVE:**

9. Resolution 16-21 Honoring Virgil Martin
10. Ordinance 06-16A CRA, Amending ORD 822, 2nd reading  
Public Hearing
11. ORD 20-16, Fire Pension, Amending Section 50-54, 2nd Reading  
Public Hearing
12. Discussion Item: Small Engine Repair
13. Consideration to purchase 14 acres for utility transmission pipe line construction

14. Budget Discussions, updated budget distributed on 8/15/2016

**F. CITIZENS PARTICIPATION**

**H. ADJOURN**

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

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# LEGAIS

## LEGAL NOTICES

Unless the account of James Barnes (Ika 2715 Pompano Av Sebring Fl) is paid in full within 15 days of this posting, the property stored at Hardy's Storage 5680 Schumacher Rd. 33872 will be disposed of, in accordance with the applicable Florida State Law! Anyone interested in this matter should contact Tim or Howard by phone @ 863-386-4700, by mail or in person @ above address by 8/31/16

# T/H 1152

08/12/2016

## MEETINGS & EVENTS

### Public Hearing Notice City of Avon Park City Council

Please take notice the City of Avon Park City Council will conduct the final reading of Ordinance 20-16 and 06-16A at their regular meeting on Monday, August 22, 2016 at 6:00PM or shortly thereafter, in the Council Chambers located at 123 E. Pine Street, Avon Park, FL 33825. Public comments will be heard during the discussion of this agenda item. Copies of the ordinance are available from the City Manager's office, City Hall, 110 E. Main Street, Avon Park, FL 33825.

#### ORDINANCE NO. 20-16

**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 50-54, FINANCES AND FUND MANAGEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.**

#### ORDINANCE NO. 06-16A

**AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING ORDINANCE No. 822, RE-**

## MEETINGS & EVENTS

### Notice of Meeting of the City Council with Closed Executive Session City of Avon Park, Florida

At the regularly scheduled meeting of the Council of Avon Park, Florida, held at 6:00 Monday, August 22, 2016 there shall be an executive session closed to the public as requested by the City Attorney for the City Attorney and our counsel to seek advice of the City Council regarding discussion negotiation of collective bargaining agreement between the City and the IAFF 13132.

The City Council shall conduct the executive session closed to the public as provided by state exemption to Florida's Government in the Sunshine Act. The closed session shall follow opening of the regular meeting in the agenda, shall be attended only by Mayor Sharon Schumacher, Councilmembers Terry Heston, Brenda Gray, J. Smith and Parke Sutherland, as well as City Manager Julian Deleon, City Attorney Gerald Buhr, outside legal counsel Brian Kojl. A verbatim transcript of the closed session proceedings will be produced by a court reporter.

Interested persons can appear and be heard at regular meeting before and after the closed session. If any person decides to appeal any decision made by the City Council with respect to any matter discussed in the regular meeting, that person will need a record of the proceedings for such purposes, and may need to ensure that a verbatim record of the regular meeting proceedings is made which record includes testimony and evidence upon which the appeal is based, pursuant to Florida Statute 286.0105. Verbatim transcripts of council meetings are not furnished by the City; however, the verbatim transcript of the closed session shall be available at the conclusion of the negotiations described above. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting should contact the City Clerk with the request at 863-452-4411.

#T/H 1151

08/12/2016

INSTRUCTIONS FOR MAYOR  
CLOSED MEETING OF THE CITY COUNCIL  
August 22, 2016

1. Closed Executive Session Announced by Mayor as placed in the agenda.

**Mayor: “The City Council is now going to commence an executive session also called a shade session, closed to the public, to OPEN DISCUSSION NEGOTIATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE IAFF LOCAL 3132**

- a. *In attendance will be only myself, and Council members Parke Sutherland, Terry Heston and Brenda Giles and Dora Smith as well as City Manager Julian Deleon, City Attorney Gerald Buhr, and outside legal counsel Brian Koji. We estimate that this session shall last forty-five minutes, and the Council and other attendees of the shade session will move into another room, while the court reporter commences to record that session.”*
- b. All discussion by Council must now cease to ensure that no discussion is held between the time the regular recording of the meeting is ceased and when the court reporter commences.

(The Council and other attendees leave the room, the Clerk stops all recording of meeting and the court reporter provides a verbatim record of the shade session)

2. **CLOSED EXECUTIVE SESSION:**

- a. Attorney reads explanation of closed session, and restrictions of meeting; confidentiality requirement; and introduces outside counsel for discussion of need for advice from the Council.

Discussion commences, **RESTRICTED ONLY TO DISCUSSION NEGOTIATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE IAFF LOCAL 3132**

- b. *No votes or other “decisions” are allowed whether by vote or otherwise, however, individuals may voice their opinions on advice to the attorneys in the manner of a workshop.*
  - c. Once the Mayor determines that all discussion is complete, all further discussion ceases The Mayor states “This executive session is closed.” The court reporter records the time of cessation.
  - d. Once the session attendees return to the main meeting room, cessation of executive session is announced outside to allow all who have left the room to re-enter meeting room. No further discussion of city business by Council members should be conducted at this time as all wait for public to return, and the city clerk commences taped recording of meeting upon re-entry.
  - e. Once all the public have re-entered: MAYOR: “The Closed Executive Session has been terminated, and the open meeting is now recommenced.”
  - f. Court reporter now records the time of the recommencement of the regular meeting, and terminates verbatim record upon the clerk’s initiation of the recorded record.
3. Open discussion of the negotiations may continue without disclosure of confidential closed session discussion. Any motions directed at negotiations are now appropriate.
  4. Regular meeting agenda items continue.

**CITY ATTORNEY'S EXPLANATION OF  
CLOSED EXECUTIVE SESSIONS OF CITY COMMISSIONS**

Prior to the State amending the Government in the Sunshine Act, no attorney-client exception to that act existed to allow attorneys to privately advise a city commission regarding litigation issues as exists for the private sector. With the amendment, however, the exception for closed sessions is allowed, but only *very* narrowly, and only as precisely described in the statute. In this meeting, special counsel and I have asked for this shade meeting to seek your advice about **DISCUSSION NEGOTIATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE IAFF LOCAL 3132**

You may speak freely regarding those matters, however, **NO OTHER TOPICS MAY BE DISCUSSED.**

Closed "executive sessions" or "shade meetings" of city commissions are allowed so long as they strictly adhere to the Government in the Sunshine Act. The attached Agenda was developed to provide a form of precise, structured procedure to ensure that statutorily-required procedures are followed in the strictest sense possible. Failure to follow this procedure might be considered a violation of the Government in the Sunshine Act, and immediate release of the court reporter's transcript of the meeting. Assume that there are no exceptions to what is written below unless you discuss it with me and I so direct.

As you are aware, **I cannot control what you say or do in the meeting, or outside of it. Nevertheless, some important things to remember are:**

1. **Whatever you say during the closed session is only *temporarily* confidential. The transcript will be made available to the public once the case is concluded.**
2. **No vote or "decisive action" action can be taken in the closed meeting; only discussion. Nothing prevents you, however, from taking decisive action in the *open* meeting which precedes and follows the closed session, even if that decisive action is based on what you have heard in the closed session. But be careful not to disclose *what was discussed in the closed session* as part of your motion or discussion of the motion in the *open* meeting.**
3. **What is discussed in the closed meeting is confidential, and you should not disclose the discussion to *anyone* until the conclusion of the case when the transcript is open to the public. To intentionally do otherwise could be deemed an ethics violation or a basis for recall.**
4. **It is important that you notify the City Attorney as far in advance of the closed session as possible if you are sure that you will not be able to attend. Names of attendees must be published in a prior newspaper notice of the meeting, and that notice needs to be reasonably accurate. Unavoidable post-notice illness or absence will not be violations of the Sunshine Act.**

C - 5



C - 6

CG

**CITY COUNCIL REGULAR MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**August 8, 2016**

**6:00 PM**

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

**Members Absent:** None

**Others Present:** City Manager Julian Deleon, Interim City Clerk Bonnie Barwick, City Attorney Gerald Buhr, Members of the press and audience.

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

**B-4 Proclamation National Health Center Week 2016:**

**Motion** by Deputy Mayor Brenda Gray, Seconded by Councilman Parke Sutherland to approve the Proclamation presented by City Manager Julian Deleon making August 7, through August 13, 2016 as National Health Center Week. Motion passed unanimously.

**B-5 Introduction of Housing Authority Director Tracy Rudy.**

Lester Roberts with the Avon Park Housing Authority introduced Tracy Rudy as the new Executive Director of the Avon Park Housing Authority, due to Larry Shoeman retiring. City Manager Julian Deleon on behalf of the City presented Mr. Shoeman with a plaque.

**C-6 Consent Agenda:**

**Motion** made by Deputy Mayor Brenda Gray, Seconded by Councilman Terry Heston to approve Minutes of July 25, 2016 as presented. Councilman Sutherland questioned a paragraph on page 2 sub section F, the wording that Mr. Pierce was in breach of his contract. City Manager Julian Deleon stated that we still had the tape, and we would research it and present it at the next Council Meeting.

**Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Gray to approve the minutes subject to the research of that paragraph of the minutes. Motion passed unanimously.

Vote was then taken on the first motion, and it passed unanimously.

D-7 City Manager Julian Deleon stated that three copies of the Logo are being considered by the Tourist Development Council of the County. City Manager Deleon stated that Commissioner Brooks was in attendance and he wanted to acknowledge him.

City Manager Deleon stated that Avon Park was well known because of the Bombing Range and the Military History. After further discussion and input:

**Motion** made by Deputy Mayor Brenda Gray, Seconded by Councilman Parke Sutherland, to approve ranking number 3, then number 7 then number 1 of the logos. Councilman Terry Heston stated he did not like number 1 at all. It was brought to the attention of the Council that number 1 was the option that they had voted down at the last meeting. **Motion** then made by Deputy Mayor Brenda

Gray, Seconded by Councilman Terry Heston to remove logo #1 from the approval. Motion passed unanimously. Vote was then taken on the first motion it passed unanimously.

Councilman Parke Sutherland stated that he had attended a RPAC committee meeting and the committee had requested a list of priorities for the next two years. He was instructed to get with the City Manager to get a list of the priorities. He also stated that he had attended the Police Pension Board meeting and they were doing well. He stated that the Fire Pension Board was not doing as well, but they were working on it.

Melissa Hayes, director of Avon Park Chamber Commerce stated they were working on the festivals, they were having the October Fest, it was set on October 1, and Sebring was having theirs on October 1<sup>st</sup>, so they changed ours to October 8, 2016. She stated they were moving it to Museum Way so would not have to go through DOT for permits, etc.

City Manager Julian Deleon stated that he had attended County Commission Meeting and the Commissioners had entered into an interlocal agreement with the City for the improvements to Durrah Martin Complex. The County will pay 50% of the project.

E-10 Avon Park Chamber of Commerce Director Melissa Hayes read a letter from the class of 1973, requesting permission to plant a tree and have a plaque honoring Mr. and Mrs. Barben. They chose the location behind the Brickell Building on Pine, because it is next to Barben Citrus. The Council all agreed that they did not have a problem with this, and instructed Melissa to get with City Manager Deleon regarding the cost of the tree and the planting.

E-11 City Manager Julian Deleon introduced Cathy Jackson with the Heartland Coalition for the Homeless. She gave a lengthy presentation regarding a Hud Grant in the amount of \$125,000.00 and asking the City for 25% of the \$125,000.00 for the homeless in Avon Park... There were questions from the Audience and the Council regarding who would get benefit from the Grant, because this coalition covers 6 Counties. After further discussion there was not a motion to move forward with this grant at this time. Councilman Parke Sutherland stated he would like to see the Grant application.

E-12 **Motion** by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Gray to approve the interlocal agreement with the Highlands County Board of Commissioners and the City of Avon Park for the improvements to Durrah Martin Complex. Motion pass unanimously.

E-13 There was discussion regarding the Public Records Request from the Apollo Investigation. Tom Macklin stated that Mr. Pierce had called him, and told him that he (Mr. Pierce) was not going to release the audio tapes to the City. **Motion** made by Councilman Terry Heston, Seconded by Councilwoman Dora Smith to proceed forward and have the City Attorney get all the records we are entitled too. Motion passed unanimously.

E-14 The budget was discussed. City Manager Julian Deleon told the Council that the Gravity Sewer Lines need to be videotaped to evaluate the problem. The Mayor stated that she wanted to make sure that expansion of the system would go forward to Avon Park Lakes. City Manager Deleon stated he would have a balance budget for the Council by the end of the week. After further discussion

**Motion** made by Councilman Parke Sutherland, Seconded by Mayor Sharon Schuler, (she passed the gavel to Deputy Mayor Gray) to hire two full time code enforcement officers. There was further discussion from members of the audience and the Council. Vote was taken and motion failed 3 to 2 with Councilman Heston, Councilwoman Smith and Deputy Mayor Giles voting no.

E-15 **CDBG Change Order** City Manager Julian Deleon stated that the plans had been submitted and we could not change them. We needed to do change orders. The price of lights was discussed. It was agreed to go back to 25 lights instead of 38 lights. City Manager Deleon stated that everything else in the Change Order was pretty much in line but the lights were priced way too high. After further discussion

**Motion** by Councilman Parke Sutherland to postpone making a decision on the change order until the plans could be looked at. Motion died for lack of 2<sup>nd</sup>.

After further discussion

**Motion** made by Deputy Mayor Gray Seconded by Councilman Heston to approve the change order as presented. Motion passed 4 to 1 with Councilman Sutherland voting no.

Warren West with the Avon Park Fire Dept. and the President of the Union addressed the Council regarding his concerns with the City Manager and the Fire Dept. He complained about the 5 mile radius that was a requirement for a new firefighter in Avon Park. City Attorney Buhr stated that they could not conduct contract negotiations at a Council Meeting. After further discussion between Mr. West, members of the audience and the City Manager, Mayor Schuler stated that it was late and this could be discussed further at a later date, she called for a motion to adjourn.

Meeting adjourned at 9:10 PM

Recorded and transcribed by Interim City Clerk Bonnie Barwick

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Attest Bonnie Barwick, Interim City Clerk

Mayor Sharon Schuler.

C 7

CITY COUNCIL REGULAR MEETING MINUTES  
Council Chambers – 123 E. Pine St., Avon Park, FL  
July 25

C7

6:00 PM

**AMMENDED**

**F CITIZENS PARTICIPATION: \*\***

Mayor Sharon Schuler spoke regarding the ongoing public records requests between the City and Apollo Investigations. She felt the Council had stated that the investigation was over. City Manager Deleon stated that he had put up \$5,000.00 of his own money so he could get the public record needed to defend the staff at City Hall. Tom Macklin addressed the Council regarding sections of Mr. Pierce's contract. He complimented Attorney Buhr regarding the wording in the contract. According to some of the sections of the Contract between the Council and Mr. Pierce, Mr. Pierce was in breach of his contract. He was charging the City for copies of the Public Records that he is suppose to turn over to the City. Mr. Pierce's contract did not officially end until last week. Mr. Macklin stated that he was interested in forming an independent citizen committee to review all the records from the investigation. City Manager Deleon asked Mayor Schuler if she was telling him, he could not ask for public records, she told him no. After further discussion regarding Mr. Pierce's contract, Councilwoman Dora Smith asked City Attorney Gerald Buhr if he could get with Mr. Pierce on Tuesday to find out when the entire records would be released to the City. It was discussed that Mr. Pierce could not charge the City for copies of its own records.

Meeting adjourned at 7:15 PM

Recorded and transcribed by  
Bonnie Barwick, Interim City Clerk

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Attest: Bonnie Barwick, Interim City Clerk

Mayor Sharon Schuler

\*\*After listening to the verbatim of the Audio Tape of the Meeting for July 25, 2016, it was stated by a citizen that there was a breach of contract. This tape can be listened to at the City Clerk's Office at City Hall or purchase a copy of the C.D. for the cost of .50 pr C.D.

D-8

D8



## THE AMERICAN LEGION

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### *Department of Florida*

### Memo

**To:** Avon Park

**From:** Larry Roberts, American Legion Post 69 Service Officer

**Subject:** Suicide Prevention Awareness for the 22 veterans that commit suicide every day.

On Saturday September 10, 2016, is suicide prevention day; the suicide rate for veterans is 22 a day. American Legion Post 69 is asking for permission to do walk for awareness of this tragedy, we are looking at around 100 to 200 people doing this walk starting 9:00 a.m. At the American Legion Post 69 1301 W Bell St then going down S. Self Ave taken a left on W Hall St then a left on S. Hart Ave Then Left on W Bell St We will be walking this 2 times to equals 1 mile. This should take no longer than 30 minutes. There is very little traffic on these roads. Thank you for your consideration.

# **Challenge 22**

**September 10, 2016**  
**Suicide Prevention Day**

**American Legion Post 69**

**Is challenging at least 22 people to walk a combined 22 miles (1 mile per person) for awareness of the 22 veterans that commit suicide every day.**

**Will you accept the challenge and also challenge 22 people?**

**Place: American Legion Post 69**

**1301 W Bell St. Avon Park FL 33825**

**Time: 9:00 a.m.**

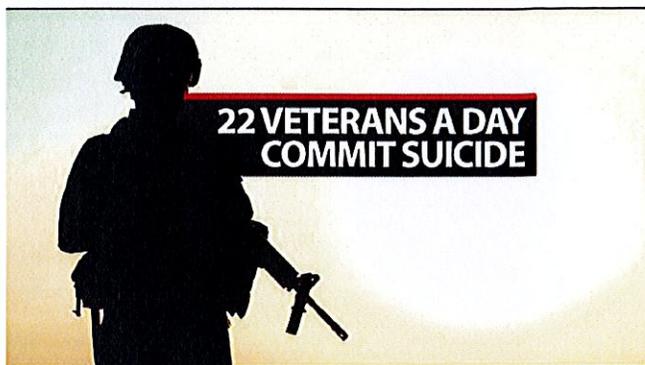
**Point of contact: Larry Roberts**

**American Legion Post 69**

**Service Officer (850)718-7773**

**22 VETERANS A DAY IN THE U.S.**

# COMMIT SUICIDE



If you would like to participate please print your name and challenge 22 more people.

- |    |     |            |
|----|-----|------------|
| 1. | 9.  | 17.        |
| 2. | 10. | 18.        |
| 3. | 11. | 19.        |
| 4. | 12. | 20.        |
| 5. | 13. | 21.        |
| 6. | 14. | <b>22.</b> |
| 7. | 15. |            |
| 8. | 16. |            |



## IT'S YOUR CALL

Confidential help for

**E-10**

E10

ORDINANCE NO. 06-16A

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING ORDINANCE No. 822, REGARDING CREATION OF THE AVON PARK COMMUNITY REDEVELOPMENT AGENCY; REPEALING ORDINANCE NO. 02-01; REPEALING ORDINANCES NO. 03-1& 06-16; ESTABLISHING THE AREA OF OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY; CONFERRING CERTAIN POWERS UPON THE COMMUNITY REDEVELOPMENT AGENCY; RETAINING CERTAIN POWERS UNTO THE CITY COUNCIL OF THE CITY OF AVON PARK; PROVIDING FOR A TIME CERTAIN FOR COMPLETION OF REDEVELOPMENT ACTIVITIES THROUGH TAX INCREMENT FINANCING AND OTHER METHODS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Avon Park, Florida (the "City Council), on February 22, 1988, adopted Resolution No. 18-87-88 (the "Findings" Resolution), finding that one or more slum or blighted areas, as describe in said resolution (the "Community Redevelopment Area"), exist in the City of Avon Park, Florida (the "City"), and it further found that the rehabilitation, conservation, or redevelopment, or combination thereof, of such area is necessary in the interest of public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, the City Council of the City of Avon Park, Florida (the "City Council), on August 27, 2001, adopted Resolution No. 01-18, (the "Findings" Resolution) for the Southside redevelopment area, finding that one or more slum or blighted areas, as describe in said resolution (the "Community Redevelopment Area"); and

WHEREAS, the City Council of the City of Avon Park, Florida (the "City Council), adopted Resolution No. 01-19 the "Findings" Resolution for the Airport redevelopment area, finding that one or more slum or blighted areas, as describe in said resolution (the "Community Redevelopment Area"); and

WHEREAS, the City Council of the City of Avon Park, Florida (the "City Council), on July 14, 2003, adopted Resolution No. 03-11 the "Findings" Resolution for the expansion of the Main Street Redevelopment Area, finding that one or more slum or blighted areas, as describe in said resolution (the "Community Redevelopment Area"); and

WHEREAS, the City Council further found in the Findings Resolutions that a need exists for the creation of a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act") for the purpose of rehabilitating the Community Redevelopment Areas and eradicating conditions of slum or blight, or both, therein; and

WHEREAS, the City Council of the City of Avon Park, Florida (the "City Council), on July 14, 2003, adopted Resolution No. 01-19 the "Findings" Resolution for the Airport redevelopment area, finding that one or more slum or blighted areas, as describe in said resolution (the "Community Redevelopment Area"); and

WHEREAS, to satisfy the need for such a community redevelopment agency, the City Council adopted Ordinance No. 822, creating such an agency in accordance with the provisions of the Redevelopment Act, pursuant to Section

163.356, Florida Statutes (1987), as amended, and thereby created a public body corporate and politic to be known as the Community Redevelopment Agency of the City of Avon Park, Florida (the "Community Redevelopment Agency"); and

WHEREAS, the City also adopted Ordinance No. 02-01, creating the Southside Community Redevelopment Agency contrary to Section 163.356, Florida Statutes (1987), as amended; and

WHEREAS, the City also adopted Ordinance No. 03-01, creating the Airport Community Redevelopment Agency contrary to Section 163.356, Florida Statutes (1987), as amended.

WHEREAS, the City also adopted Ordinance 06-16, in an attempt to perform all the legislation herein, however, there is a serious question of the validity of the proper passage, and thus, it is replaced with this Ordinance.

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

SECTION 1. Ordinance No. 822, which established the original Community Redevelopment Agency and Community Redevelopment Area, is amended to include the redevelopment areas known as the Southside Community Redevelopment Area and the Airport Community Redevelopment Area, which were created by ordinances of the City of Avon Park, Florida.

SECTION 2. This Section is hereby repealed, and the City Council shall, by Resolution, declare themselves to be the commissioners of the Community Redevelopment Agency.

SECTION 3. The Community Redevelopment Agency shall be governed by and shall act in conformity with the provisions of the Redevelopment Act and this ordinance, as either shall be amended from time to time.

SECTION 4. The area of operation of the Community Redevelopment Agency shall be the Redevelopment Areas as described in the following areas:

1. Main Street Community Redevelopment Area:

BEGINNING at the northeastern intersection of U.S. Highway 27 and Canfield Street heading easterly along the northern right-of-way of Canfield Street approximately 4,613 feet to the intersection of Canfield Street with Verona Avenue, then northerly along the eastern right-of-way of Verona Avenue for approximately 700 feet to the intersection of Verona Avenue and Walnut Street, the easterly along the southern right-of-way of Walnut Street approximately 622 feet to the intersection of Walnut Street and South Delaney Avenue, then northerly along South Delaney Avenue approximately 1,990 feet to a point of extension of Pleasant Street in Lake Verona, the westerly along the northern right-of-way of Pleasant Street approximately 1,900 feet to the intersection with Ferguson Avenue, then northerly along Ferguson Avenue approximately 1,285 feet to the intersection of Ferguson Avenue and Lahon Street, then westerly approximately 690 feet to the

northwest corner of Winthrop Street and Central Avenue, then southerly along the western right-of-way of Central Avenue approximately 1,324 feet to the intersection of Central Avenue and Pleasant Street, then westerly along the northern right-of-way of Pleasant Street approximately 2,615 feet to the intersection with U.S. Highway 27, then southerly along the eastern boundary of U.S. Highway 27 approximately 2,618 feet to POINT OF BEGINNING; and

BEGINNING at the intersection of East Canfield Street and South Verona Avenue, then easterly along the southern right-of-way of East Canfield Street approximately 640 ft. to the intersection of East Canfield Street and South Delaney Avenue, then north along the eastern right-of-way of South Delaney Avenue approximately 670 ft. to the intersection of South Delaney Avenue and East Walnut Street, then west along the northern right-of-way of East Walnut Street approximately 625 ft. to the intersection of East Walnut Street and South Verona Avenue, then southerly along the eastern right-of-way of South Verona Avenue approximately 670 ft. to POINT OF BEGINNING; and

BEGINNING at the intersection of Tauton Road and US Highway 27 then southerly along the western right-of-way of US Highway 27 to the intersection of LaGrande street, then westerly along the northern right-of-way of West Circle Street to the intersection with Hart Street, then south along the western right-of-way of Hart Street to the intersection with W. Cornell Street, then east along the southern right-of-way of W. Cornell Street to shoreline of Lake Tulane, then northeasterly along the northern shoreline of Lake Tulane to the CSX/Amtrak railroad tracks, then northerly along the railroad property to a point of intersection with W. Bell Street, then east along the southern right-of-way of E. Bell Street continuing to the eastern right-of-way of S. Highlands Avenue; then north along the eastern right-of-way of S. Highlands Avenue then northerly to a point of intersection with E. Main Street, including the parcel described as Sunset Hills Resubdivision PB 2 – Pg 39 Lots 1-3 less road 341 right-of-way Block A, continuing northward to the intersection of Highlands Avenue with East Pleasant Street, then west to the westerly right-of-way of Highlands Avenue, then southerly along the westerly right-of-way of Highlands Avenue for approximately 145 feet, then westerly to the shoreline of Lake Verona then along the northern shoreline of Lake Verona to a point intersecting with the extension of N. Delaney Avenue, then northerly to the north right-of-way of E. Circle Street; then westerly along the northern right-of-way E. Circle Street, to the intersection with N. Verona Avenue, then north along the eastern right-of-way of N. Verona Avenue to the intersection with E. Palmetto Street; then west along the northern right-of-way of E. Palmetto to the eastern right-of-way of the CSX/Amtrak railroad tracks, then southerly along said railroad right-of-way to the intersection with Lawhon Street; then westerly approximately 1,300 feet to a point then north approximately 1,320 feet to the northern right-of-way of W. Palmetto, then west along the northern right-of-way of W. Palmetto approximately 2,330 feet, then southerly approximately 920 feet then westerly approximately 310 feet, then south approximately 400 feet to the northern right-of-way line of Tauton Road, then east along the northern right-of-way line of Tauton Road to the POINT OF BEGINNING.

2. Southside Community Redevelopment Area:

That part of Sections 22, 23, 26 and 27, Township 33 South, Range 28 East, City of Avon Park, Highlands County, Florida, being more particular described as follows:

BEGINNING at intersection of the centerline of Highlands Avenue with the South line of said Section 26; thence Westerly along said South line to its intersection with the water's edge of Lake Lelia; thence Northwesterly across Lake Lelia to the intersection of tile centerline of South Lake Avenue with the water's edge of Lake Lelia; thence Northerly along the centerline of South Lake Avenue to its intersection with the centerline of West Fourth Street; thence Westerly along the centerline of West Fourth Street to its intersection with the centerline of South Lake Boulevard; thence Northerly along the centerline of South Lake Boulevard to its intersection with the centerline of Hal McRae Boulevard; thence Easterly along the extension of the centerline of Hal McRae Boulevard to its intersection with the waters edge of Lake Tulane; thence Northeasterly across Lake Tulane to the intersection of the Easterly line of Lot .12, Block 36, Town of Avon Park, recorded in Plat Book I, Page 58, Public Records of DeSoto County, Florida (of which Highlands County was formerly a part) with the water's edge of Lake Tulane; thence Northeasterly along the Easterly line of said Lot 12 to its intersection with tile Westerly right-of-way line of the CSX Systems Railroad (formerly SAL Railroad); thence Northwesterly along said railroad right-of-way line to its intersection with a line extended Westerly from the centerline of State street; thence Easterly along said line and the centerline of State Street and the Easterly extension thereof to its intersection with the centerline of Lotela Avenue; thence Southerly along the centerline of Lotela Avenue and the southerly extension thereof to its intersection with the water's edge of Lake Lotela; thence Southerly along the Westerly Shoreline of Lake Lotela to its intersection with the South line of said Section 26; thence Westerly along said South line to the said POINT OF BEGINNING; and

BEGINNING at a point at the easterly intersection of Bell Street and the CSX RR tracks running easterly along the southern right-of-way of Bell Street, continuing easterly through memorial park to a point of intersection with South Highlands Avenue and Ed Carter Street, continuing easterly along the southerly right-of-way of Ed carter street to a point of intersection with South Lotela Avenue, then southerly along the westerly right-of-way of South Lotela Avenue to a point of intersection with East State Street, then westerly along the southern right-of-way of East State Street to the point of intersection with the eastern right-of-way line of the CSX RR, then northerly along said railroad right-of-way to POINT OF BEGINNING; and;

BEGINING at a point of intersection of West Castle Street and West Cornell Street heading southward to Short Avenue, continuing southerly to the point of intersection of Short Avenue and W. Hal McRae Blvd, then westerly along the northern right-ow-way of W. Hal McRae Blvd. approximately 322 ft, then southerly 650 ft to a point, then easterly approximately 1000 ft to a point of intersection in the easterly r-o-w of US 27, then southerly along said r-o-w approximately 260 ft to a point, then northeasterly along the northern shoreline of Lake Anoka to a point of intersection with Percy Avenue, then northerly along the western r-o-w of Percy Avenue to a point of intersection with W. Hal McRae Blvd, then easterly along the southern r-

o-w of W. Hal McRae Blvd approximately 1,225 ft to a point, then southerly approximately 1,220 ft. to a point, then easterly approximately 675 ft, to a point of intersection with the western r-o-w of South Lake Blvd., then northerly along the western r-o-w of South Lake Blvd. to a point of intersection with W. Hal McRae Blvd., then northerly along the western shoreline of Lake Tulane to a point of intersection with the extension of W. Cornell Street, then westerly along the southern r-o-w of W. Cornell Street to POINT OF BEGINNING; and

BEGINNING at a point at the intersection of Ernest E. Sims Street and South Lake Blvd traveling westward approximately 1,100 ft to the eastern shoreline of Lake Anoka, then southerly along said shoreline approximately 775 ft, then southerly approximately 600 ft to a point of intersection with Marble Avenue, then westerly along the northern r-o-w of Marble Ave approximately 650 ft to point then northerly to the shoreline of Lake Anoka, then northwesterly along said shoreline approximately 650 ft to a point of intersection with the eastern r-o-w of US 27, then westerly approximately 800 ft to a point, then southerly approximately 1,200 ft to a point, then easterly approximately 800 ft to a point on the eastern r-o-w of US 27, then southerly along said r-o-w to a point of intersection with W. Martin Rd, then easterly along the northern r-o-w of W. Martin Rd., approximately 500 ft to a point, then northerly approximately 650 ft to a point, then easterly approximately 670 ft to a point of intersection with South Lake Blvd., then southerly to the shoreline of Lake Lelia, then easterly along said shoreline approximately 2,575 ft to a point, then northerly approximately 230 ft to a point of intersection with W. Garrett Rd, then westerly along the northern r-o-w of W. Garrett Rd approximately 930 ft to a point of intersection with S. Lake Blvd., then northerly along the eastern r-o-w of S. Lake Blvd. approximately 1,300 to POINT OF BEGINNING.

3. Airport Community Redevelopment Area:

BEGINNING at the intersection of the centerline of South Self Avenue with the south line of said Section 21; thence Westerly along said South line to the Southwest corner of said Section 21; thence south along the East line of said Section 29 to its intersection with the North right-of-way line of Matte Road; thence Westerly along said North right-of-way line to its intersection with the East right-of-way line of Carr Road; thence Northerly along said East right-of-way line to its intersection with the south line of said Section 20; thence Westerly along said south line to its intersection with the East line of Block 8 of AVON PARK ESTATES UNIT II, as recorded in Plat Book 10, Page 22 of the Public Records of Highlands County, Florida; thence Northerly along said East line to the North line of said Block 8; thence Westerly along said North line to its intersection with the East right-of-way line of Dolphin Road; thence Northerly along said East right-of-way line to its intersection with the South right-of-way line of Herrick Street; thence Easterly along said south right-of-way line and the South right-of-way line of State Road 64 to its intersection with the centerline of South Self Avenue; thence Southerly along the centerline of South Self Avenue to the said POINT OF BEGINNING.

SECTION 5. Regardless of any powers granted to the Community Redevelopment Agency by the Redevelopment Act, the City Council shall retain and

may exercise the power set forth and described in Section 163.370, Florida Statutes (1987), as amended, and the following powers, which continue to remain vested in the City Council:

1. The power to determine an area to be a slum, or blighted area, or combination thereof; to designate such area appropriate for community redevelopment; and to hold a public hearing required with respect thereto.
2. The power to grant final approval to community redevelopment plans and modifications thereof.
3. The power to authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes (1987), as amended.
4. The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370(3), Florida Statutes (1987), as amended, and the power to assume the responsibility to bear loss as provided in Section 163.370(3), Florida Statutes (1987), as amended.

SECTION 6. There is hereby created a single Community Redevelopment Trust fund, for collection of ad valorem taxes in accordance with Section 163.387, Florida Statutes (1987), as amended.

SECTION 7. The time certain for completion of all redevelopment in the area of operation of the Community Redevelopment Agency, through the use of tax increments deposited into the Redevelopment Trust Fund, shall be twenty (20) years from date of adoption of the Resolutions approving the amendments to the Community Redevelopment Plans, including the Main Street Community Redevelopment Plan, the Southside Community Redevelopment Plan, and the Airport Community Redevelopment Plan; as such plans may be amended from time to time, but in no instance shall the time certain for completion of redevelopment activities be longer than that allowed by Section 163.387(2)(a), Florida Statutes (1987), as amended.

SECTION 8. The City Clerk is hereby authorized and directed to send a certified copy of this ordinance to each "taxing authority" (as that term is defined in Section 163.340(24), Florida Statutes (1987), as amended).

SECTION 9. All ordinances or parts of ordinances, and all resolutions or parts of resolutions, in conflict herewith are hereby repealed. The City Council specifically repeals ordinances NO. 03-1& 06-16.

SECTION 10. If any word, sentence, clause, phrase or provision of this ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this ordinance shall not be affected thereby.

SECTION 11. This ordinance shall take effect immediately upon its passage.

This Ordinance was read for the first time at the regular session of the City Council held on July 25, 2016. The vote was as follows:

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

The final reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, at a regular  special  session of the City Council, and this Ordinance was adopted  rejected . The vote was as follows:

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

(Seal)

**ATTEST:**

**CITY OF AVON PARK, FLORIDA**

\_\_\_\_\_  
Bonnie Barwick, City Clerk

\_\_\_\_\_  
Sharon Schuler, Mayor

**APPROVED AS TO FORM**

\_\_\_\_\_  
Gerald T. Buhr, City Attorney

E-111

E 11

ORDINANCE NO. 20-16

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 50-54, FINANCES AND FUND MANAGEMENT; 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 50-54, Finances and Fund Management, subsection (f)(2), to read as follows:

\* \* \* \* \*

- (f)(2) All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to:
  - a. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium on such contracts.
  - b. Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.
  - c. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.
  - d. Bonds issued by the State of Israel.

- e. Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:
1. All individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, except as provided in subsection (f)(2)e.2. of this section.
  2. Up to twenty-five percent (25%) of the assets of the Fund at market value may be invested in foreign securities.
  3. The board shall not invest more than five percent of its assets in the common stock, capital stock or convertible securities of any one issuing company; nor shall the aggregate investment in any one issuing company exceed five percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at cost exceed 75 percent of the assets of the fund.
- f. Real estate investments in an amount not to exceed ten percent (10%) at cost value, of the assets of the Fund. The Board may invest in real estate directly or through an investment vehicle approved by the Board.
- g. In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that

meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

1. Any collective or common group trust to which assets of the fund are transferred pursuant to subsection g. shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.
2. The separate account maintained by the group trust for the plan pursuant to subsection g. shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.
3. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

**SECTION 2:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Avon Park.

**SECTION 3:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 4:** 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 5:** That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PASSED AND ADOPTED ON SECOND READING, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY MANAGER

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

**E-12**

CITY OF AVON PARK  
110 E. Main St., Avon Park, FL 33825

E 12

**LOCAL BUSINESS TAX RECEIPT PRE-INSPECTION CHECKLIST**

New Business obtaining a Business Tax Receipt will require the following, prior to the issuance of a receipt. Each of these inspections requires a signature by the individual departments.

TODAYS DATE: 8-8-16



IS THIS A HOME BASED BUSINESS?  YES  NO

1. Zoning Department, City Hall NOT ZONED FOR AUTO REPAIRS Zoning Category: C-4  
110 E. Main Street, Avon Park, FL 33825  
(863) 452-4411 Date \_\_\_\_\_

2. Code Enforcement, City Hall  
1535 SR 64 W, Avon Park, FL 33825  
(863) 453-3565 Date \_\_\_\_\_

3. Fire Inspection, Fire Department  
98 S. Delaney Ave., Avon Park, FL 33825  
(863) 453-6557 Date \_\_\_\_\_

4. Police Department  
1535 SR 64 W, Avon Park, FL  
33825 (863) 453-6622 Date \_\_\_\_\_

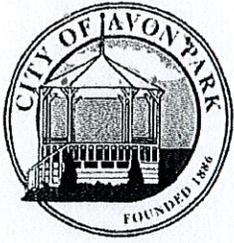
5. Utility Billing- Public Works  
110 E. Main Street, Avon Park, FL 33825  
(863) 452-4433  
Utilities account # \_\_\_\_\_  
Dumpster \_\_\_\_\_ Garbage cart \_\_\_\_\_  
Backflow Preventor \_\_\_\_\_  
Date \_\_\_\_\_

6. Hotel & Restaurant, Department of  
Agriculture or HRS if applicable.

|        |       |
|--------|-------|
| OL #   | _____ |
| OL FEE | _____ |
| FF FEE | _____ |
| TR FEE | _____ |
| TOTAL  | _____ |

Name of Business: Deal Smith  
Type of Business: Small Engine Repair  
Address of Business: 307 W main ST  
Contact person name: Deal Smith Phone: 863-214-1756  
Current email: \_\_\_\_\_

**For office use:**  
O.L. Business Listing comparable if City OL listing does not reflect exact Type of Business listed above: \_\_\_\_\_



Office of the City Manager  
110 E. Main Street  
Avon Park, Florida 33825

## OCCUPATIONAL LICENSE APPLICATION

### BUSINESS INFORMATION

|  |  |
|--|--|
| Business Name: <u>Smith's</u>              | Type of Business: <u>Small Engine Repair</u> |
| Address: <u>307 W main ST Avon Park</u>    |  |
| Business Phone Number: <u>863-214-1756</u> | Opening Date: <u>8-10-16</u>                 |

### OWNER INFORMATION

|                                       |  |
|---------------------------------------|--|
| Name: <u>Neal Smith</u>               | Phone Number: <u>863-214-1756</u>                                  |
| Home Address: <u>613 S Willow ave</u> |  |
| City: <u>Avon Park</u>                | State: <u>FL</u> Zip: <u>33825</u>                                 |
| DOB: <u>4-26-96</u>                   | SS#: <u>594-59-7356</u> Driver's License: <u>5530-434-96-146-0</u> |

### PLEASE COMPLETE IF APPLICABLE:

Amusements/arcade operators/billiards or pool tables/bowling alley lanes:  
Number of each \_\_\_\_\_

Amusements and public performances for profit/Carnivals/Circuses:  
Number of days/weeks \_\_\_\_\_

Number of days Business will operate \_\_\_\_\_

Apartments/Hotel/Motel – Number of Rooms \_\_\_\_\_

Barbershop/ Beauty Salon – Number of Operators \_\_\_\_\_

Restaurant – Number of Seating \_\_\_\_\_

Retail Merchant – Estimated value of inventory \_\_\_\_\_

Vehicles for hire/taxi service – Number of vehicles \_\_\_\_\_

Vending Machines/cigarette/game – Number of machines \_\_\_\_\_

State License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

County License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Insurance Company Policy # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Please note it takes up to thirty days to process an application. You are required by law to obtain a Highlands County Occupational License.

Applicant's Signature Neal Smith Date 8-8-16

# Parcel A-22-33-28-010-0720-0020

307 W MAIN ST  
AVON PARK, FL 33825

**Owners:**

REISIG ROBERT A + SUZANNE D +  
LANG MARC E + NANCY J

**Mailing Address**

11517 NEWTON ST  
OVERLAND PARK, KS 66210

**DOR Code:** 27 - VEHICLE SL/SERV/RENT

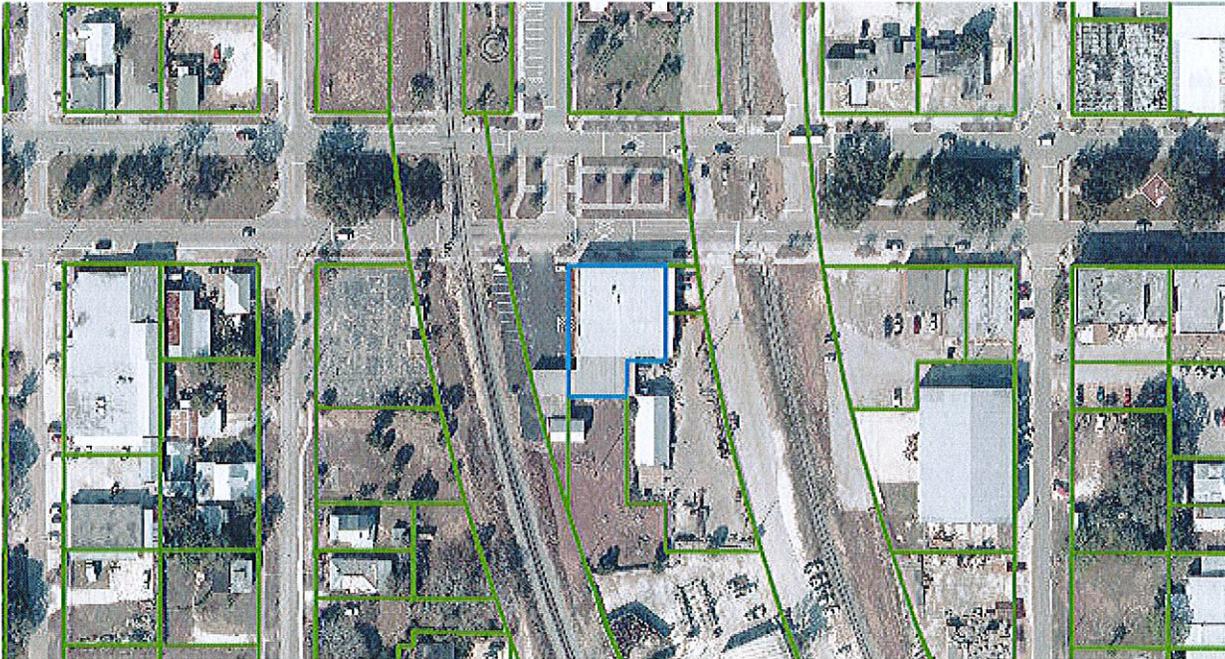
**Neighborhood:** 5011.00 - AVON PARK MAIN STREET

**Millage:** 11 - Avon Park Redevelopment Dist Inside City Limits

**Map ID:** 23D

## Legal Description

TOWN OF AVON PARK IN  
22-33-28 LOTS 2 + 3 + N 38  
FT OF W 60 FT OF LOT 6 PER  
OR 412 PG 604 BLK 72



### Value Summary

|                            |           |
|----------------------------|-----------|
| Total Building Value       | \$127,035 |
| Total XF Value             | \$2,248   |
| Total Land Value           | \$28,440  |
| Total Land value - Agri.   | \$0       |
| Income                     | NA        |
| Total Classified Use Value | \$0       |
| Total Just Value           | \$157,723 |

### Taxable Value Summary

|                      |           |
|----------------------|-----------|
| Total Assessed Value | \$157,723 |
| Total Exemptions     | \$0       |
| Total Taxable Value  | \$157,723 |

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

### Sales History

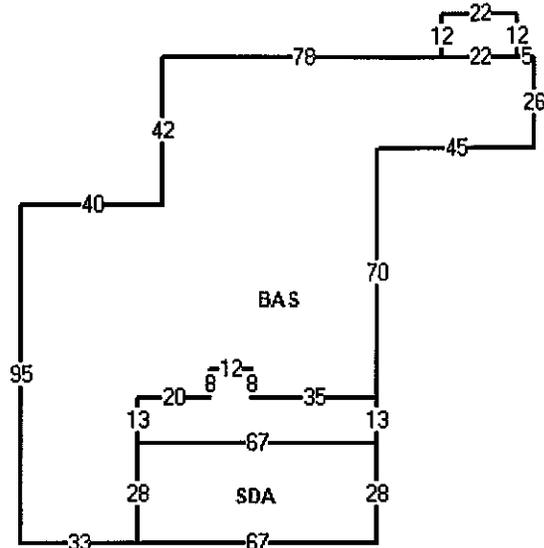
| Official Record |      | Date  |      | Type<br>Inst | Qualified<br>or<br>Unqualified | Vacant<br>or<br>Improved | Reason<br>Code | Sale Price |
|-----------------|------|-------|------|--------------|--------------------------------|--------------------------|----------------|------------|
| Book            | Page | Month | Year |              |                                |                          |                |            |
| 1310            | 1562 | 10    | 1995 | WD           | Unqualified                    | Improved                 | 02             | \$150,000  |
| 1110            | 965  | 05    | 1990 |              | Unqualified                    | Improved                 | 02             | \$165,000  |

### Buildings

#### Building 1

| Type | Model | EffectiveArea | Quality<br>Index | Effective Base<br>Rate | Repl Cost<br>New | AYB  | Econ | Funct | Other %<br>Dpr | Normal<br>% Dpr | %<br>Cond |
|------|-------|---------------|------------------|------------------------|------------------|------|------|-------|----------------|-----------------|-----------|
| 66   | 06    | 16,055        | 93               | \$25.32                | \$406,513        | 1923 | 0    | 5     | 0.00           | 63.75 %         | 31.25 %   |

307 W MAIN ST



BAS=W5 FCP=N12 W22 S12 E22\$ W100 S42 W40 S95 E33 SDA=E67 N28 AOF=N13 W35 N8 W12 S8 W20 S13 E67\$ W67 S28\$ N41 E20 N8 E12 S8 E35 N70 E45 N26\$.

Note: FUNC OBS DESIGN FLA TIRE TERMINAL - METAL BUILDING IN REAR ON R.R. PROPERTY (+ PARKING LOT)

| Element             | Code | Description                    |
|---------------------|------|--------------------------------|
| Exterior Wall       | 20   | Face Brick                     |
| Exterior Wall 2     | 15   | Concrete Block                 |
| Roof Structure      | 9    | Rigid Frame/Barjoist           |
| Roof Cover          | 4    | Torch Down (Mod. Bitmen 1 Ply) |
| Interior Wall       | 7    | Unfinished                     |
| Interior Wall 2     | 0    | None                           |
| Interior Flooring   | 3    | Concrete Finished              |
| Interior Flooring 2 | 0    | None                           |
| Heating Fuel        | 1    | None                           |
| Heating Type        | 1    | None                           |
| Air Cond. Type      | 1    | None                           |
| Bath Fixtures       | 4.0  |                                |
| Bedrooms            | 0.0  |                                |
| CW Quality          | 0    | None                           |
| Common Wall         | 0    |                                |

Wall Height 0  
 Rooms / Floor 10

**Subareas**

| Type   | Gross Area | Percent of Base | Adjusted Area | Value     |
|--------|------------|-----------------|---------------|-----------|
| BAS    | 10,347     | 100.00 %        | 10,347        | \$81,871  |
| SDA    | 1,876      | 185.00 %        | 3,471         | \$27,464  |
| AOF    | 967        | 215.00 %        | 2,079         | \$16,450  |
| FCP    | 264        | 60.00 %         | 158           | \$1,250   |
| Totals | 13,454     | N/A             | 16,055        | \$127,035 |

**Extra Features**

| Code | Descr   | BLD | S<br>O<br>H | Length | Width | Units | Unit Price | Orig Cond | Year On | AYB  | % Cond | Value   | Notes |
|------|---------|-----|-------------|--------|-------|-------|------------|-----------|---------|------|--------|---------|-------|
| 0408 | PLM FXC | 1   | M           | 0      | 0     | 4.00  | 2,810.00   | 1.00      | 0       | 1923 | 20 %   | \$2,248 |       |

**Land Lines**

The zoning information contained in this record is **not guaranteed**.  
 For exact information please contact the Highlands County Zoning Department.

| Code | Descr      | S<br>O<br>H | RD Zone | Front | Depth  | Land Units | Unit Type | Depth Factor | Cond Factor | Total Adj | Unit Price | Adj Unit Prc | Value    | Notes |
|------|------------|-------------|---------|-------|--------|------------|-----------|--------------|-------------|-----------|------------|--------------|----------|-------|
| 1000 | COMMERCIAL | M           | B C4    | 40.00 | 100.00 | 40.00      | FF        | 0.87         | 1.00        | 0.87      | 300.00     | 261.00       | \$10,440 |       |
| 1000 | COMMERCIAL | M           | B C4    | 60.00 | 138.00 | 60.00      | FF        | 1.00         | 1.00        | 1.00      | 300.00     | 300.00       | \$18,000 |       |

**DISCLAIMER:**

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.

Highlands County Property Appraiser · 560 S. Commerce Avenue · Sebring, Florida 33870-3899

Office Hours: 9:00 a.m. to 5:00 p.m. Monday - Friday · Phone: (863) 402-6659

## **Bonnie Barwick**

---

**From:** Taylor Smith  
**Sent:** Friday, August 12, 2016 11:02 AM  
**To:** Bonnie Barwick  
**Subject:** council discussion item

hey mrs bonnie,

A man is wanting to open a small engine repair shop at 307 W Main St. That location is zoned C-4. Automotive repairs arent zoned for this. Would a small engine repair shop be considered automotive repair? Would this shop be allowed at this location?

Thanks,

**Taylor Franklin Smith**  
Utilities Engineer  
City of Avon Park  
863-452-4410

**€-13**

## Agenda Item Summary

**Subject:** Utility land purchase for 14 Acres

**Item No.** E - 13

**Placed on Agenda by:** City Manager

**Total Amount of Project:** \$275,000

**Staff Review:** Yes

**Attorney Review:**

**Recommended Motion(s):**

Discussion on pros and cons.

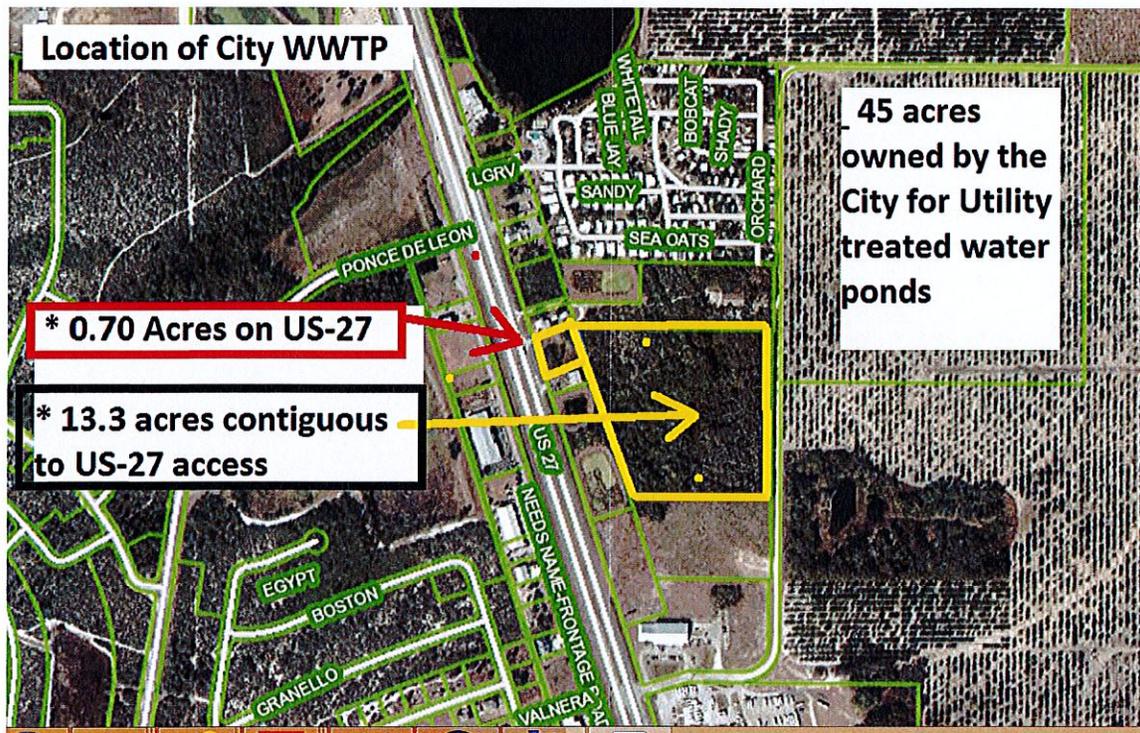
**Background:** For phase II construction of the new ponds for the wastewater plant, staff has been actively looking for either an easement to minimize the construction of the required transmission lines to get the treated water to the new ponds or for land acquisition which would serve a similar purpose as the easement.

**Alternative-1**, fiscal impact of \$275,000. However, with the added benefits of securing US-27 frontage, with 8-acres, which can be earmarked for other public purpose or sold after the utility facilities are constructed.

As part of this search, we have secured pricing for \$275,000 for 14 acres as depicted in Exhibit-A. The asking price was \$375,000. There is 6 acres which have been deemed as wetland, so only 8 acres are truly functional for potential development. This brings the unit cost to \$34,374 per acre. This property has approximately 0.70 acres on US-27, so there is an added value to the City for either resale, or future location of a city building, or a City owned billboard to advertise the downtown, or for off-setting skink credits for any future federal/state grant where land preservation is needed.

**Alternative-2**, In Exhibit-B, we better quantify this alternative. This alternative can be summarized as running a longer distance of transmission piping, on the public right of way. Although, it is initially a lesser expensive option, it carries an added operating cost, and future liability from relocation of lines on County and State roads. This alternative also does not have the residual land value as described in Alternative-1.

**Exhibit-A,** Drawing depicts location of City Wastewater plant, newly purchased 45 acre, proposed purchase for 0.70 acres of US-27, and 13.3 acres adjacent wooded property.

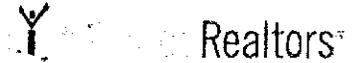


**Exhibit-B,** Drawing-1 depicts an additional 3,700 ft of piping transmission required without the proposed land purchase and/or acquisition of an easement.

- Estimated construction savings from land purchase \$92,500 in minimized transmission piping
- Estimated \$30,000 in construction of pump station down-sizing
- Estimated \$6,000 annually in pipe line maintenance and operating costs, shorter pumping distance means less in pumping energy costs.
- Estimated \$70,000 in utility relocation costs from any FDOT/County widening, drainage reconstruction on US-27 over the next two decades.



Vacant Land Contract



1. Sale and Purchase: Markine T Ostling, Estate ("Seller") and City of Avon Park, FL ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 2825 and 2925 US 27 South, Avon Park, FL 33825

Legal Description: Lot 75 & S 73.25 of Lot 76, Blk C, Maxcy Parkway Sub per PB 4, page 72 (C-03-34-28-010-00C-0750) AND the Nly 1956.83 ft of the NWly 1/4 of Sec 3 of Maxcy Pkwy Sub S of the Mobile Home Park LESS the Ely 20 ft road LESS the Nly 300 ft of Sec 3, TWP 34, RNG 28/3 being apprxly 13.152 acres (C-03-34-28-A00-0030-0000)

SEC 3 /TWP 34 /RNG 28 of Highlands County, Florida. Real Property ID No.: including all improvements existing on the Property and the following additional property: NONE

2. Purchase Price: (U.S. currency) \$ 275,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Escrow Agent's Contact Person: Escrow Agent's Address: Escrow Agent's Phone: Escrow Agent's Email:

(a) Initial deposit (\$0 if left blank) (Check if applicable) [ ] accompanies offer [ ] will be delivered to Escrow Agent within days (3 days if left blank) after Effective Date \$

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable) [ ] within days (10 days if left blank) after Effective Date [ ] within days (3 days if left blank) after expiration of Feasibility Study Period \$

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 275,000.00

(f) [ ] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is [ ] lot [ ] acre [ ] square foot [ ] other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 5 days after submitted, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. Closing Date: This transaction will close on 90 after eff date ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

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51 **5. Financing: (Check as applicable)**

52• (a)  **Buyer will pay cash for the Property with no financing contingency.**

53• (b)  **This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)**  
54• **specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective**  
55• **Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within \_\_\_\_\_**  
56• **days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,**  
57• **and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the**  
58• **Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be**  
59• **returned.**

60• (1)  **New Financing: Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_**  
61• **or \_\_\_\_\_% of the purchase price at (Check one)  a fixed rate not exceeding \_\_\_\_\_%  an**  
62• **adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate**  
63• **based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully**  
64• **informed of the loan application status and progress and authorizes the lender or mortgage broker to**  
65• **disclose all such information to Seller and Broker.**

66• (2)  **Seller Financing: Buyer will execute a  first  second purchase money note and mortgage to**  
67• **Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as**  
68• **follows: \_\_\_\_\_**

69• **The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow**  
70• **forms generally accepted in the county where the Property is located; will provide for a late payment fee**  
71• **and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without**  
72• **penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on**  
73• **conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to**  
74• **keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller**  
75• **to obtain credit, employment, and other necessary information to determine creditworthiness for the**  
76• **financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not**  
77• **Seller will make the loan.**

78• (3)  **Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to**  
79• \_\_\_\_\_

80• **LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at**  
81• **\$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a**  
82•  **fixed  other (describe) \_\_\_\_\_**  
83• **interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the**  
84• **mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will**  
85• **purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or**  
86• **the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess,**  
87• **failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves**  
88• **Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.**

89• **6. Assignability: (Check one) Buyer  may assign and thereby be released from any further liability under this**  
90• **contract,  may assign but not be released from liability under this contract, or  may not assign this contract.**

91• **7. Title: Seller has the legal capacity to and will convey marketable title to the Property by  statutory warranty**  
92• **deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,**  
93• **and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,**  
94• **restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any**  
95• **other matters to which title will be subject) \_\_\_\_\_ cross ingress/egress easement w 2801 US 27 S Avon Park**  
96• **provided there exists at closing no violation of the foregoing.**

97• (a) **Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and**  
98• **pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.**  
99• **Seller will deliver to Buyer, at**

100• (Check one)  **Seller's  Buyer's expense and**

101• (Check one)  **within \_\_\_\_\_ days after Effective Date  at least 20 days before Closing Date,**

102• (Check one)

103• (1)  **a title insurance commitment by a Florida licensed title insurer setting forth those matters to be**  
104• **discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the**  
105• **amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is**  
106• **paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to**  
107• **Buyer within 15 days after Effective Date.**

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- 108- (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy  
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy  
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy  
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents  
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,  
114 then (1) above will be the title evidence.
- 115- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank)  
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable  
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and  
118- **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If  
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice  
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured  
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after  
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept  
123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to  
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any  
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed  
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a  
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with  
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or  
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134- (1)  **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 45 days (30 days if left blank)  
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine  
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**  
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and  
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the  
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;  
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;  
141 consistency with local, state, and regional growth management plans; availability of permits, government  
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be  
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all  
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives  
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the  
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its  
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will  
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,  
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related  
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any  
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien  
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,  
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and  
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**  
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**  
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice  
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"  
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to  
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161- (2)  **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including  
162 being satisfied that either public sewerage and water are available to the Property or the Property will be  
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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- 164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,  
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not  
 166 contingent on **Buyer** conducting any further investigations.
- 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**  
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has  
 169 expired or if Paragraph 8(a)(2) is selected.
- 170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government  
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply  
 172 to improving the Property and rebuilding in the event of casualty.
- 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required  
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The  
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated  
 180 with the shore line of the Property being purchased.
- 181  **Buyer** waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title  
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds  
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to  
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the  
 187 costs indicated below.

- 188 (a) **Seller Costs:**  
 189 Taxes on deed  
 190 Recording fees for documents needed to cure title  
 191 Title evidence (if applicable under Paragraph 7)  
 192 Other: \_\_\_\_\_

- 193 (b) **Buyer Costs:**  
 194 Taxes and recording fees on notes and mortgages  
 195 Recording fees on the deed and financing statements  
 196 Loan expenses  
 197 Title evidence (if applicable under Paragraph 7)  
 198 Lender's title policy at the simultaneous issue rate  
 199 Inspections  
 200 Survey  
 201 Insurance  
 202 Other: \_\_\_\_\_

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,  
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be  
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**  
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount  
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but  
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be  
 211 paid in installments,  **Seller**  **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is  
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a  
 213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**  
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**  
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**  
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by  
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at  
222 closing.
- 223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will  
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,  
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing  
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days  
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday  
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in  
232 this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing  
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may  
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,  
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and  
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to  
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or  
241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,  
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably  
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is  
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for  
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force  
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to  
247 the other; and Buyer's deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or  
249 electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by  
250 this contract, regarding any contingency will render that contingency null and void, and this contract will  
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received  
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if  
253 delivered to or received by that party.
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.  
255 Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker  
256 unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed  
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications  
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be  
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If  
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be  
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.  
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular  
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
265 permitted, of Seller, Buyer, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive  
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer  
269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting  
270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also  
271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,  
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the  
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,  
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer  
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in  
277 equity to enforce Seller's rights under this contract.

278 **16. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively  
279 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
280 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing  
281 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
282 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any  
283 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful  
284 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay  
285 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the  
286 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

287 **17. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations  
288 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting  
289 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
290 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
291 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside  
292 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller  
293 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and  
294 government agencies for verification of the Property condition and facts that materially affect Property  
295 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
296 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising  
297 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold  
298 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or  
299 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or  
300 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video  
301 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's  
302 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,  
303 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)  
304 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each  
305 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve  
306 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.  
307 This Paragraph will survive closing.

308 **18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
309 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
310 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
311 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
312 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

313 **19. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**  
314 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
315 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the  
316 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any  
317 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.  
318- (a) \_\_\_\_\_ Robert King Realty, Inc \_\_\_\_\_ (Seller's Broker)  
319- will be compensated by  Seller  Buyer  both parties pursuant to  a listing agreement  other  
320- (specify): \_\_\_\_\_  
321- (b) \_\_\_\_\_ NONE \_\_\_\_\_ (Buyer's Broker)  
322- will be compensated by  Seller  Buyer  both parties  Seller's Broker pursuant to  a MLS offer of  
323- compensation  other (specify): \_\_\_\_\_

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 6 of 7 pages.  
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324\* **20. Additional Terms:** \_\_\_\_\_  
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341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**  
342 **signing.**

343\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

344\* **Print name:** \_\_\_\_\_

345\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

346\* **Print name:** \_\_\_\_\_

347 **Buyer's address for purpose of notice:**

348\* **Address:** \_\_\_\_\_

349\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

350\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

351\* **Print name:** \_\_\_\_\_

352\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

353\* **Print name:** \_\_\_\_\_

354 **Seller's address for purpose of notice:**

355\* **Address:** \_\_\_\_\_

356\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

357\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
358 **final offer or counter offer.)**

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