



CITY OF AVON PARK

Highlands County, Florida

110 East Main Street

Avon Park, Florida 33825

September 16, 2014

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

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, September 22, 2014, at 6:00 p.m., in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julian Deleon", is written over the printed name.

Julian Deleon
City Manager

**CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St. Avon Park, FL
September 22, 2014
6:00 PM**

A. OPENING

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

B. CONSENT AGENDA:

4. Council Minutes – Approval of Regular Council Meeting of August 8, 2014

C. CITIZENS/OUTSIDE AGENCIES

5. Oktoberfest road closure request
6. Appointment Main Street CRA Board- Laura Wade

D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

E. ADMINISTRATIVE

F. SECOND PUBLIC HEARING TO ADOPT MILLAGE RATE AND FISCAL YEAR 2014-2015 BUDGET

10. Resolution 14-12 – Final Millage Rate
 - Public Hearing on the Millage Rate for FY 2014/2015
11. Second Reading – Ordinance 19-14 Adopting Budget for FY 2014/2015
 - Public Hearing on the Budget for FY 2014/2015
12. First Reading - Ordinance 22-14 Amending Unified Development Code regarding car wash/detailing businesses.
- 12a. First Reading – Ordinance 23-14 City initiated text amendment to the Comp Plan to add “Mixed Use” Future Land Use designation to the Future Land Use Element.
13. Public Hearing on the purchase of the Brickell Building, 2 E Main Street
14. Interlocal with County for RPAC funds for Recreation Center flooring
15. Heartland Cultural Alliance agreement for Museum at Community Center
16. Disposition of aged, side-loading garbage truck
17. Resolution 14-15 --- Main Street CRA Expansion

F. CITIZENS PARTICIPATION

G. ADJOURN

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

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
September 08, 2014
6:00 PM

B-4

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

Members absent: none

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

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

CONSENT AGENDA: City Manager, Julian Deleon, noted the items on the consent agenda. Council Minutes Regular Meeting August 25, 2014. **Motion** made by Councilman Parke Sutherland, seconded by Councilman Terry Heston to approve consent agenda as presented. Motion carried unanimously.

ADMINISTRATIVE

Request from County Engineer on street name change: The request was presented by City Manager Julian Deleon based on a request from the County Engineer's Office. Attorney Gerald Buhr stated his recommendation of having a process for street name changes. He suggested an ordinance that allowed the same process for all.

Airport Consulting Engineer contract agreement. **Motion** made by Councilman Parke Sutherland to allow Mayor Sharon Schuler to enter into an agreement with AmHerst Consulting Company LLC as Airport Engineering Consultants, seconded by Deputy Mayor Brenda Giles. Motion carried unanimously.

Resolution 14-10: Tentative Millage Rate Attorney Gerald Buhr read Resolution 14-10 into the record. Mayor Sharon Schuler opened the floor to the public. Seeing no hands the Mayor closed the public hearing.

Motion made by Councilman Terry Heston, Seconded by Councilman Garrett Anderson to approve Resolution 14-10 as read. Motion carried unanimously.

Resolution 14-11 Tentative Budget. FY 2014-2015 Attorney Gerald Buhr read Resolution 14-11 into the record. Mayor Sharon Schuler opened the floor to the public, seeing no hands the Mayor closed the public hearing. **Motion** made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve Resolution 14-11 as read. Motion carried unanimously

Ordinance 19-14, First Reading, Establishing budget for FY 2014-2015. Attorney Gerald Buhr read Ordinance 19-14 into the record. Mayor Sharon Schuler opened the floor to the public and seeing no hands the Mayor closed the public hearing. **Motion** made by Councilman Parke Sutherland, seconded by Councilman Terry Heston to approve first reading of Ordinance 19-14. Motion carried unanimously.

Meeting adjourned at 6:11 PM

ATTEST: _____
Maria Sutherland

Mayor Sharon Schuler



C-5

August 21, 2014

Dear Avon Park City Council,

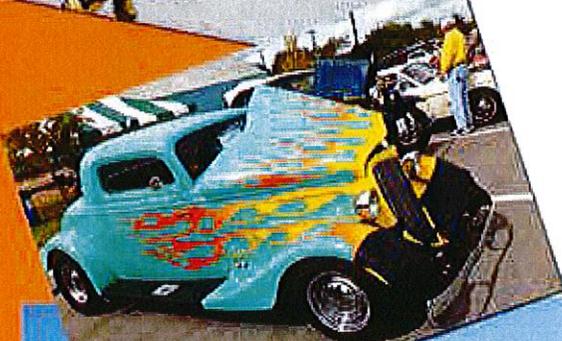
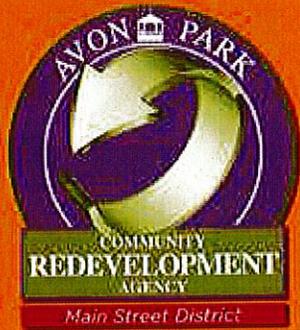
This year's Main Street CRA sponsored **Avon Park Oktoberfest** will take place on Saturday, October 4th from 10 am- 5 pm. The event will require the closure of Main Street from west of the intersection of Lake Avenue to Museum Avenue. The closure of the street is very important to ensure the safety of the festival participants. The west bound lanes will be closed from west of Lake Avenue to Central Avenue with a detour turning at Central and heading north. Both east bound lanes will be closed from Lake to Forrest Avenue with the inside lane closed all the way to Museum Avenue. The outside lane will remain open to help traffic flow into the downtown area. There will be a detour down Forrest Avenue. The road will be closed from 7 am until 6 pm.

Trash cans will be needed for the event as well as traffic cones and signs to direct traffic. In the past festivals, police coverage has been provided by Jason Lister and his staff. I would like to request police protection for this year's event as well.

Thank you for your continued support of this event. This is the 7th annual Avon Park Oktoberfest and it wouldn't be possible without you.

Sincerely,

Laura Wade



Main Street Avon Park Community Redevelopment Agency
is hosting this fun and popular one-day festival!
At Museum and Main in Downtown Avon Park

October 4, 2014
10am to 6pm

Beer Tent | Firematics (Fireman Olympics)
Oompa Music | Motorcycle Rally | Museum Exhibit
Classic Car Show | Arts | Crafts | Live Rock Music
Food Vendors | Fine Art Exhibit | Pony Rides
Bounce Houses and Kids' Activities

Fun for the Whole Family!
*Festival Entrance is **FREE!***

Be "charmed" in the Oldest City
in Highlands County
at the 7th Annual
Avon Park Oktoberfest!

Sponsored by:
Avon Park Main Street
Community Redevelopment Agency
110 East Main Street
Avon Park, FL 33825
863-452-2039
Or 863-368-2138

www.avonparkcra.com

C-6

VOLUNTEER APPLICATION

FOR BOARDS AND COMMISSIONS

Thank you for your interest in serving the City of Avon Park. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) and/or Commissions(s) for which you wish to apply:

- Airport CRA Advisory Board
- Civil Service Board*
- Main Street CRA Advisory Board
- Pension Boards*
- Police
- Fire
- Planning & Zoning Commission*
- Recreation Advisory Board
- Southside CRA Advisory Board
- Zoning Board of Adjustment*
- Housing Authority

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

***MEMBERS OF THE BOARD(S) AND/OR COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES.**

I. PERSONAL:

Name: Laura Wade E-Mail: lauravonpark@gmail.com
 Address: 1555 C Hill Rd Avon Park, FL
 Telephone: 863-348-2138 Business #: same
 Are you a registered voter in Avon Park? Yes No
 How long have you been a resident of Avon Park? 21 years
 Are you currently serving on a City Board? Yes No
 If yes, when and which Board? _____

2. REFERENCES: Please list 3 references (Business and/or Personal) include Name, Address, and Phone Number.

Steve Maxwell
Sharon Schuler
Rob Bullock

3. Education:

High School: Sebring High School Date Graduated: June 1998
College: University of Louisiana Date Graduated: 2002
Other: _____ Degree: BFA Performing Arts

4. Work Experience:

2009-2011 STSC - Coordinator of Student Life - Instructor
2011-2012 Avon Park Chamber of Commerce - Director
2012-2014 Webber International University - Director of Marketing

5. Interests/Activities:

Theatre - Community Development

6. Community Involvement:

Oktoberfest
local charity events

7. Why do you desire to serve on this and/or these Board(s)?

I own a business on Main Street
and I would like to contribute
to the betterment of Avon Park.

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve if appointed.

Raura Wade
Signature

9/12/14
Date

NOTE: If you have any questions concerning the duties and responsibilities of any of the above Boards and/or Commissions, please contact the City Manager's Office at 452-4403.

Please return this form to the City Manager's Office, 110 E. Main Street, Avon Park, FL 33825 between the hours of 8:00 a.m. and 5:00 p.m.

F-10

RESOLUTION NO. 14-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ADOPTING THE FINAL MILLAGE RATE OF THE CITY OF AVON PARK FOR THE FISCAL YEAR 2014-2015; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 8, 2014, the City Council adopted the tentative millage rate to be \$0.3000 per \$1,000 valuation; and

WHEREAS, the City Council has determined that the tentative millage rate of \$0.3000 mills per \$1,000 should be adopted as the final millage rate for the City; and,

WHEREAS, opportunity was afforded all concerned citizens to be heard relative to the proposed millage rate at a public hearing in the Council Chambers located at 123 East Pine Street, Avon Park, FL 33825, and notice of said hearing was given as required by Section 200.069, Florida Statutes; now therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA.

Section 1. The final millage rate as adopted by the City Council shall be \$0.3000 mills per \$1,000 for the fiscal year 2014-2015. The City's roll back rate is \$0.3063 mills for fiscal year 2014-2015. The \$0.3000 millage rate is a decrease of 2.06 percent to the rolled-back rate.

Section 2. This resolution shall be effective October 1, 2014.

Adopted by the City Commission on September 22, 2014.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Approved as to Form:

Maria Sutherland, City Clerk

Gerald T. Buhr, City Attorney

F-11

ORDINANCE NO. 19-14

**AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2014-2015;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council has prepared an estimate of the expenditures and revenues of the City for the ensuing fiscal year, copies of which are on file with the City Clerk for inspection by the public; and

WHEREAS, pursuant to Subsection 200.065(2)(c), Florida Statutes, on September 8, 2014, the City Council conducted a public hearing and adopted a tentative General Budget for the 2014-2015 fiscal year by Resolution No. 14-11; and

WHEREAS, the City of Avon Park, Highlands County, Florida, set forth the total appropriations of expenditures for the Budget for Fiscal Year 2014-2015 in the amount of \$17,198,758.

WHEREAS, the City held a final public hearing on September 22, 2014 as required by Florida Statute 200.065; and

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

Section 1. Budget Adopted. The estimate of the expenditures and revenues for the ensuing fiscal year, as set forth in the City Manager's report, copies of which are on file in the office of the City Clerk, as amended by the City Council, is hereby adopted and finalized as the budget of the City of Avon Park, Florida for the fiscal year beginning October 1, 2014.

Section 2. This Ordinance shall be effective immediately upon passage.

This ordinance was read for the first time at the Regular Meeting of the City Council on the 8th day of September, 2014, when it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

This ordinance was read for a second and final time at the Regular Meeting of the City Council on the 22nd day of September, 2014, when it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Approved as to Form and Correctness:

Maria Sutherland, City Clerk

Gerald T. Buhr, City Attorney

LEGAL ADVERTISEMENT		LEGAL ADVERTISEMENT							LEGAL ADVERTISEMENT			
<p align="center">City of Avon Park - Fiscal Year October 1, 2014 to September 30, 2015</p> <p align="center">Budget Summary</p> <p align="center">The Ad Valorem millage rate is \$0.3000 per \$1,000</p>												
General Fund Voted Fund	0.3000	0.0000	GENERAL FUND	INFRA-STRUCTURE FUND	CDBG GRANT FUND	WATER & SEWER FUND	AIRPORT FUND	SOLID WASTE FUND	MAIN ST. CRA FUND	SOUTH CRA FUND	AIRPORT CRA FUND	TOTAL BUDGET
ESTIMATED REVENUES:												
TAXES:			\$									\$
Ad Valorem Taxes:	0.3000		69,873						81,221	12,224		24,921
Other Taxes			1,332,000	750,000								2,200,366
Franchise Fees			567,000									567,000
Permits			500									500
Special Assessments			872,000									872,000
Charges for Services			41,745			4,740,500	227,000	1,270,500				6,279,745
Grants			425,000	478,000	750,000		1,678,000					3,331,000
Intergovernmental Revenue			768,000									768,000
Fines & Forfeitures			26,000									26,000
Interfund Transfers			766,773				650,000		3,432	516	1,053	1,421,774
Debt Proceeds												
Other Revenues			68,500			8,000	24,000					100,500
TOTAL REVENUES AND OTHER FINANCING SOURCES			4,937,391	1,228,000	750,000	4,748,500	2,579,000	1,270,500	84,653	12,740	25,974	15,636,758
Estimated Fund Balances/Reserves			2,250,000	1,700,000		2,300,000		1,000,000	140,000	50,000	100,000	7,540,000
TOTAL REVENUES, OTHER FINANCING SOURCES & BALANCES/RESERVES			7,187,391	2,928,000	750,000	7,048,500	2,579,000	2,270,500	224,653	62,740	125,974	23,176,758
EXPENDITURES:												
Administrative & Financial			430,619									430,619
General Government			299,666	300,000								599,666
Public Safety			2,979,525	55,000								3,034,525
Physical Environment						4,018,500	2,542,227	1,270,500				7,831,227
Economic Environment					750,000				184,653	62,740	25,974	1,023,367
Transportation			433,377	875,000								1,308,377
Culture/Recreation			789,203	760,000								1,549,203
Interfund Transfers			5,001	550,000		730,000	36,773				100,000	1,421,774
Debt Service												
TOTAL EXPENDITURES			4,937,391	2,540,000	750,000	4,748,500	2,579,000	1,270,500	184,653	62,740	125,974	17,198,758
Fund Balances/Reserves			2,250,000	388,000		2,300,000		1,000,000	40,000			5,978,000
TOTAL APPROPRIATED EXPENDITURES AND BALANCES/RESERVES			\$ 7,187,391	\$ 2,928,000	\$ 750,000	\$ 7,048,500	\$ 2,579,000	\$ 2,270,500	\$ 224,653	\$ 62,740	\$ 125,974	\$ 23,176,758

The tentative, adopted, and / or final budget are on file in the office of the above referenced taxing authority as a public record.

F-12



**CITY OF AVON PARK
TEXT AMENDMENTS TO THE
UNIFIED LAND DEVELOPMENT CODE
OVERVIEW REPORT
September 22, 2014**

TO: CITY OF AVON PARK CITY COUNCIL

SUBJECT: Ordinance 22-14:

City-Initiated amendment to the City of Avon Park Unified Land Development Code amending Article 2, adding "Car Wash And Auto Detailing" to Table 2.04.01(A), Table of Land Uses; Amending Article 3, Section 3.08.09, and adding new Section, 3.11.00, Supplemental Development Standards; and amending Article 9, providing definitions for Car Wash And Auto Detailing.

AGENDA & HEARING DATES:

August 26, 2014: Planning and Zoning Board (Public Hearing)

September 22, 2014: City Council (First Reading, Public Hearing)

October 13, 2014: City Council (Adoption, Public Hearing)

PLANNING AND ZONING BOARD ACTION:

On Tuesday, August 26, 2014, the Planning and Zoning Board voted 3-1 in favor of forwarding the proposed amendments to the City Council with recommended changes and a recommendation of approval.

RECOMMENDED CHANGES BY PLANNING AND ZONING BOARD:

The Planning and Zoning Board recommended the addition of the underlined text below to the following provision in Section 3.011.00.

- (4) Water run-off from car washing operations shall drain into an oil/sand trap on site and thence into a sanitary sewer. If no sanitary sewer is available, a drainage plan approved by the City Engineer or his or her designee shall be established. In no case, shall water from a car washing operation be able to freely flow into the stormwater system.

CITY COUNCIL MOTION OPTIONS:

1. I move the City Council **approve Ordinance 22-14 on First Reading** to amend the City of Avon Park Unified Land Development Code.

I move the City Council **approve with changes Ordinance 22-14 on First Reading** to amend the City of Avon Park Unified Land Development Code.

ATTACHEMENTS:

- Ordinance 22-14

ORDINANCE NO. 22-14

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING THE AVON PARK LAND DEVELOPMENT CODE; AMENDING ARTICLE 2, ADDING "CAR WASH AND AUTO DETAILING" TO TABLE 2.04.01(A), TABLE OF LAND USES; AMENDING ARTICLE 3, SECTION 3.08.09 AND ADDING NEW SECTION, 3.11.00, SUPPLEMENTAL DEVELOPMENT STANDARDS; AND AMENDING ARTICLE 9, PROVIDING DEFINITIONS FOR CAR WASH AND AUTO DETAILING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3167(c), Florida Statutes, empowers the City to adopt land development regulations to guide the growth and development of the City; and

WHEREAS, pursuant to Section 166.041(3)(c)(2), Florida Statutes, the City Council of the City of Avon Park has held meetings and hearings regarding the proposed amendments to the Unified Land Development Code, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority, the City Council of the City of Avon Park has determined it necessary to adopt these amendments, which are shown in Exhibit "A", attached hereto and made a part hereof, to encourage the most appropriate use of land consistent with public interest; and,

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

Section 1. Article 2, Table 2.04.01(A); Article 3, Section 3.08.09; Article 3, Section 3.11.00; and Article 9 are hereby amended as shown in Exhibit "A".

Section 2. **Severability:** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3. **Effective Date:** This ordinance shall take effect immediately upon adoption at second reading.

This Ordinance shall be codified in the Code of Ordinances of the City of Avon Park, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Avon Park. The City Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on First Reading at the regular meeting of the Avon Park City Council held on the _____ day of _____, 2014

PASSED AND DULY ADOPTED, on second reading at the meeting of the Avon Park City Council duly assembled on the _____ day of _____, 2014.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Maria Sutherland, City Clerk

Approved as to form:

Gerald T. Buhr, City Attorney

Motion made by _____ **seconded by** _____.

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

Article 3, Section 3.08.09, is hereby amended by amending language to read as shown below. Text that is underlined is text to be added. Text that is ~~strikeout~~ is text to be removed.

3.08.09 Filling Station (Convenience Store with Gas)

(B) Service Area. Service areas shall be provided as follows:

- (3) Equipment. Pits, hoists, and all lubricating, ~~washing,~~ and repair equipment and work space shall be enclosed within a building. ~~Washing and~~ Lubricating service areas shall drain to a City standard sand and grease trap, drain field and dry well.
- (5) Car wash and auto detailing uses. Such uses shall be permitted as an accessory use on site. See supplementary development standards for car washing and detailing uses, Section 3.11.01 of this Code.

Article 3, Section 3.11.00, is hereby amended by adding language to read as shown below. Text that is underlined is text to be added. Text that is ~~strikeout~~ is text to be removed.

3.11.00 Supplemental Development Standards

Certain uses have characteristics that require the application of development standards in addition to those otherwise required by this Code. These standards shall be met by all new development and redevelopment in the City of Avon Park. Where standards provided herein exceed and/or create greater restrictions than those of the underlying zoning district, this section shall supersede any other provision of this Code. Where no standard is established in this section that of the relevant zoning district shall apply

3.11.01 Car Wash and Auto Detailing

Car wash and auto detailing uses shall comply with the following supplementary use standards.

(A) General requirements.

- (1) All washing and detailing operations shall be confined within a permanent (non-movable) roofed structure, to be located on a concrete slab or existing paved surface.
- (2) Prefabricated carports and canopy structures shall not constitute a permanent roofed structure and are prohibited.
- (3) A building permit shall be issued for any structure serving the operation of a car wash and/or detailing use.
- (4) Water run-off from car washing operations shall drain into an oil/sand trap on site and thence into a sanitary sewer. If no sanitary sewer is available, a

drainage plan approved by the City Engineer or his or her designee shall be established. In no case, shall water from a car washing operation be able to freely flow into the stormwater system.

- (5) Washing apparatuses, supplies and towels shall be screened from public view and not displayed in an unsightly manner.
- (6) Car wash facilities are encouraged to utilize water conservation measures, which include but are not limited to, on-site water recycling systems, low flow plumbing devices, and fixtures with automatic or manual shut-off valves.

(B) Stand-alone facilities.

- (1) Stand-alone facilities shall be permitted as designated in Table 2.04.01(A), Table of Land Uses, under Car Wash and Auto Detailing.
- (2) Stand-alone facilities shall be constructed per Florida Building Code standards, meeting requirements for standard building frame construction.
- (3) Stand-alone facilities may be established as automated, self-service, or hand washing facilities.

(C) Accessory facilities.

- (1) Automated, self-service, and hand car washing and auto detailing uses may be permitted as an accessory use to an automotive service or filling station use when it is located on the same lot. Such uses shall be governed by the use and development standards applicable to the service station use.
- (2) Before obtaining any building permits, the operator shall submit a site plan of the proposed car wash operation on the site. The operator shall also provide written consent of the property owner to establish a carwash or detailing use on the site.
- (3) Water run-off from car washing operations shall not impede on the circulation of automobiles and pedestrians utilizing the primary use of the site.
- (4) A building containing functional restroom facilities shall be available on-site.
- (5) Operating hours for hand car washing and detailing operations shall be confined to the operating hours of the primary use.

- (6) Accessory non-movable roofed structures may be utilized for detailing purposes on stand-alone car wash sites. Such structures shall meet all general requirements in accordance with this Section.
- (D) Parking, stacking, and circulation requirements.
- (1) Automated and self-service facilities. Shall be provided in accordance with Table 3.1, Number of Required Parking Spaces.
- (2) Hand car wash and detailing facilities. A minimum of four (4) parking/stacking spaces shall be provided in addition to any spaces used for operations. Such spaces may be utilized as stacking spaces, separate parking spaces or a combination of the two. Any stacking shall be located in such a way as to avoid traffic circulation conflicts and provide safe turning movements. If operated as an accessory use, the required car wash parking/stacking spaces shall be provided separate from the parking spaces required by the primary use.

Article 9, Definitions, is hereby amended by amending and adding the following definitions. Text that is underlined is text to be added. Text that is ~~strikeout~~ is text to be removed.

Car wash (and Auto Detailing): An establishment primarily engaged in the washing or detailing of motor vehicles. Detailing includes hand washing and waxing, window tinting, and interior cleaning.

Car wash, Automated: Any facility that services the washing of motor vehicles through the use of a mechanized production line using conveyors, brushes, blowers, or other mechanical devices; and which may also employ some hand labor.

Car wash, Self-Service: Any facility that provides stalls which contain equipment and materials, including but not limited to brushes, water, soap, and wax for the cleaning of motor vehicles by individuals.

Car wash, Hand wash: Any facility that services the washing of a motor vehicle through hand labor.

Service Station: Includes activities listed under Filling Station, plus: activities conducted at a service garage including the sale of any motor fuels, oils, or automotive accessories and maintenance or small-scale mechanical work on motor vehicles. This shall include inspection, maintenance, repair or replacement of the following: brake systems; ignition and electrical systems; carburetors and fuel systems; batteries; oil, antifreeze and other fluids; and, tires. Also included are ~~auto~~ car washing and auto detailing, and the tuning and adjustment, but not disassembly or removal, of engines and transmissions.

F-12a



TEXT AMENDMENT

**FUTURE LAND USE ELEMENT
OF THE
AVON PARK COMPREHENSIVE PLAN**

SEPTEMBER 22, 2014

TO: CITY OF AVON PARK CITY COUNCIL

FROM: JENNIFER CODO-SALISBURY
CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

SUBJECT: **City-initiated text amendment to the City of Avon Park Comprehensive Plan to add the "Mixed Use" Future Land Use designation to the Future Land Use Element..**

AGENDA & HEARING DATES:

August 26, 2014, 5:00 PM: Planning & Zoning Board Hearing
September 22, 2014, 6:00 PM: City Council Meeting (First Reading, Public Transmittal Hearing)
To Be Determined: City Council Meeting (Second Reading, Public Adoption Hearing)

PLANNING AND ZONING BOARD ACTION:

On Tuesday, August 26, 2014, the Planning and Zoning Board voted 4-0 in favor of forwarding the proposed amendments to the City Council with a recommendation of approval.

CITY COUNCIL MOTION OPTIONS:

Options for motions are listed below.

1. **Approval of Ordinance 23-14** on First Reading for Transmittal to the Florida Department of Economic Development and review agencies for review.
2. **Approval of Ordinance 23-14 with changes** on First Reading for Transmittal to the Florida Department of Economic Development and review agencies for review.
3. **Denial of Ordinance 23-14** on First Reading for Transmittal to the Florida Department of Economic Development and review agencies for review.

ATTACHMENTS:

The following are attached for review by the City Council:

- Overview Report with Proposed Comprehensive Plan Amendments
- Ordinance 23-14 with Exhibit A providing Proposed Comprehensive Plan Amendments

OVERVIEW REPORT:

The Future Land Use Element of the City of Avon Park Comprehensive Plan currently provides for the following Future land Use designations.

- a. Low Density Residential
- b. Medium Density Residential
- c. Downtown Commercial
- d. Highway Commercial
- e. Neighborhood Commercial
- f. Industrial
- g. Recreation and Open Space
- h. Public Building and Grounds
- i. Conservation

Staff has determined that a new Future Land Use designation of "Mixed Use" should be added to the Comprehensive Plan. Mixed Use will allow for developments that are comprised of multiple or mixed uses which require specific or selected land use districts. This type of flexible land use category is not set forth by the City's existing Future Land Use designations.

The proposed text to be added to Policy 1.2 and as Policy 1.9 of the Future Land Use Element is provided below. All subsequent policies will be renumbered.

PROPOSED AMENDMENTS

The proposed amendments to the Comprehensive Plan are provided below. Text that is **underlined** is text to be added and text that is shown as **~~strikeout~~** is to be removed.

Policy 1.2: The following land use classifications shall be depicted on the Future Land Use Map and shall be utilized to establish densities for residential land uses and intensities of development for non-residential land uses and to implement the Comprehensive Plan:

- d. Low Density Residential
- e. Medium Density Residential
- f. Downtown Commercial

- d. Highway Commercial
- e. Neighborhood Commercial
- f. Mixed Use
- gh. Industrial
- hj. Recreation and Open Space
- ij. Public Building and Grounds
- jk. Conservation

Policy 1.9:

Mixed Use: This Future Land Use designation shall be applied outside of the Downtown Commercial/Main Street area of the City. This designation shall apply to developments in which a mix of interconnected residential and non-residential uses (commercial, office, light industrial, institutional, and civic uses) are planned. Such development shall be served by central water and wastewater services. A balanced mix of residential and non-residential uses including residences, shops, work places, parks, and other urban uses shall allow for internal capture of daily trips as well as interconnectivity for vehicle and pedestrian access.

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

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

ORDINANCE NO. 23-14

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING THE AVON PARK COMPREHENSIVE PLAN, REVISING THE FUTURE LAND USE ELEMENT TO ADD THE FUTURE LAND USE DESIGNATION OF MIXED USE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes, establishes the Community Planning Act (“Act”), which empowers and mandates the City of Avon Park, Florida, (the “City”) to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

WHEREAS, pursuant to the Act, the City has adopted a comprehensive plan (“Comprehensive Plan”); and,

WHEREAS, the Act authorizes a local government desiring to revise its comprehensive plan to prepare and adopt comprehensive plan amendments; and

WHEREAS, the City has prepared a text amendment to the Future Land Use Element of the Comprehensive Plan to amend Policy 1.1(f), which would create the “Mixed Use” Future Land Use designation; and,

WHEREAS, in exercise of its authority the Council has determined it necessary to adopt this amendment to the Plan, which is attached hereto as **Exhibit “A”** and by this reference made a part hereof, to insure that the Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Council held a meeting and hearing on Ordinance 23-14, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

WHEREAS, in the exercise of its authority, the City Council has determined that it is necessary to adopt the proposed text amendment to the Future Land Use Element contained herein to encourage the most appropriate use of land, water, and resources consistent with the public interest; to deal effectively with future problems that may result from the use and development of land within the City; and to ensure that the Comprehensive Plan is in full compliance with State law; and

WHEREAS, the City Council finds that the proposed text amendment to the Future Land Use Element contained herein is in the best interests of the health, safety, and welfare of the general public and the City’s residents, furthers the purposes of, and is consistent with, the City’s Comprehensive Plan, and is consistent with and compliant with State law, including, but not limited to, Chapter 163, Part II, Florida Statutes.

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

Section 1. The Future Land Use Element of the City's Comprehensive Plan is hereby amended to include the text amendment set forth in Exhibit "A," which is attached hereto and incorporated herein by reference, and which amends Policy 1.2(f) to create the "Mixed Use" Future Land Use designation.

Section 2. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3. All existing ordinances or parts of existing ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. An official, true and correct copy of this Ordinance and the City's Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the City Clerk. The City Clerk will make copies available to the public for a reasonable publication charge.

Section 5. Within ten (10) days of final passage and adoption of this Ordinance, the City shall forward a copy hereof, and all supporting data and analysis, to the Florida Department of Economic Opportunity and any other agency or local government that provided timely comments to the City, as required by Section 163.3184(3)(c)2, Florida Statutes.

Section 6. The effective date of this Plan amendment, if the amendment is not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

INTRODUCED AND PASSED on First Reading this _____ of _____, 2014.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the City Council of Avon Park, Florida, this _____ of _____, 2014.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Maria Sutherland, City Clerk

Approved as to form:

Gerald T. Buhr, City Attorney

Motion made by _____ **seconded by** _____.

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

CITY OF AVON PARK

EXHIBIT "A"

**AMENDED
FUTURE LAND USE ELEMENT**

**Proposed Text Amendments
to the
Future Land Use Element**

The proposed amendments to the Comprehensive Plan are provided below. Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

Policy 1.2: The following land use classifications shall be depicted on the Future Land Use Map and shall be utilized to establish densities for residential land uses and intensities of development for non-residential land uses and to implement the Comprehensive Plan:

- a. Low Density Residential
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- c. Downtown Commercial
- d. Highway Commercial
- e. Neighborhood Commercial
- f. Mixed Use
- gh. Industrial
- hi. Recreation and Open Space
- ij. Public Building and Grounds
- jk. Conservation

Policy 1.9: Mixed Use: This Future Land Use designation shall be applied outside of the Downtown Commercial/Main Street area of the City. This designation shall apply to developments in which a mix of interconnected residential and non-residential uses (commercial, office, light industrial, institutional, and civic uses) are planned. Such development shall be served by central water and wastewater services. A balanced mix of residential and non-residential uses including residences, shops, work places, parks, and other

urban uses shall allow for internal capture of daily trips as well as interconnectivity for vehicle and pedestrian access.

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

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

Agenda Item Summary

Subject: Public Hearing on the Acquisition of the Brickell Building
2 East Main Street, Avon Park, Fl 33825

Item No. f-13

Placed on Agenda by: City Manager

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

Staff Review: Yes

Attorney Review: Yes

Recommended Motion(s):

After public hearing, Motion to approve the Purchase as scheduled after due diligence period.

Background: The historic Brickell building is an integral part of the City's Downtown. Over the past decade, numerous attempts have been made to rehabilitate the building. The exterior and first floor are in partially restored condition. The upstairs has been framed. The property's certified appraisal came in at \$410,000. Of significance, this building comes with a parking lot sized at approximately 0.60 acres in the historic core of Avon Park.

This means that the improved structure, consisting of 25,453 square ft, would be acquired at an estimated **\$12 per square foot**. (Assumes the valuation of parking lot is \$100,000)

City Administration is actively discussing the use of the building with other agencies, including Main Street CRA, and the Avon Park Housing Authority.

Preliminary thoughts are to dedicate the majority of the parking area for "public purpose", while partnering the rehabilitation of the building with another agency or a private developer, and still maintain the historic nature of the downtown area.

It is of extreme importance that we move the rehabilitation forward to continue the positive trend in the City's down-town.

Attachments: Exhibit-A Full appraisal available on-line or at the City Clerk's Office from 8:30AM to 5PM.

APPRAISAL REPORT

A Summary Appraisal Report

Property Type:

Concrete Block Commercial Retail Building and storage

Commonly Known As:

2 E Main St
Avon Park, FL 33825

Prepared For:

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

Effective Date of Appraisal:

August 25, 2014

Prepared By:

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

**PRITCHETT REAL ESTATE GROUP, INC.
2904 ½ US HWY 27 SOUTH
SEBRING, FLORIDA 33870
FILE NO.: T-125**

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

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

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

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

I appreciate the opportunity of being of service to you.

Respectfully Submitted,

PRITCHETT REAL ESTATE GROUP, INC.



Digitally signed by Robert M. Alexander
DN: cn=Robert M. Alexander, o=Pritchett
Real Estate Group, Inc., ou=
email=appraisal@pritchettgroup.com,
c=US
Date: 2014.09.03 12:50:53 -0400

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

F-14

Agenda Item Summary

September 22, 2014

Subject: Interlocal with County for RPAC funds for Rec center floor

Item No. F-14

Placed on Agenda by: M. Sutherland

Total Amount of Project: \$30,000 (plus \$40,464 from City)

Staff Review: yes

Attorney Review: n/a

Recommended Motion:
Approve Interlocal between City and County for RPAC funding of \$30,000

Background:
The flooring at the rec center has many tears and cracks. Staff found a wood flooring valued at \$70,464. This enhancement is also funded with \$40,464 from City funds.

Attachments: RPAC application
Interlocal

**INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY
AND THE
CITY OF AVON PARK
FOR
NEW FLOORING AT THE AVON PARK RECREATION CENTER**

This Interlocal Agreement is made by and between **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (herein referred to as the "COUNTY") and the **CITY OF AVON PARK**, a Florida municipal corporation, 110 East Main Street, Avon Park, Florida, 33825 (hereinafter referred to as the "CITY"),

For and in consideration of the mutual covenants and conditions contained herein, the COUNTY and the CITY hereby agree as follows:

1. The purpose of this Interlocal Agreement is to provide for cooperative funding for the removal of old vinyl flooring and installation of new hardwood maple flooring at the Avon Park Recreation Center in Avon Park, (herein called the "Project").
2. The parties agree that the CITY shall be responsible for all bidding, contracting and supervision of the Project. The CITY agrees to follow its adopted procedures for the awarding of contract for work of this nature.
3. The COUNTY agrees to reimburse the CITY up to \$30,000.00 of the verifiable costs for capital purchases of the Project, in infrastructure funds set aside for recreation and shall have no obligation to pay any costs beyond this maximum amount. The CITY shall be the lead party to this Agreement and shall pay project costs prior to requesting reimbursement from the COUNTY. The CITY and COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure in excess of \$30,000.00.
4. The CITY agrees to save and hold the COUNTY, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the CITY's obligations contained herein to bid, contract and supervise the Project. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
5. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.
6. The CITY is responsible for obtaining all permits, licenses, agreements, leases, etc. required for the Project.

7. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

8. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

9. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's non-compliance with the terms and conditions of the Interlocal Agreement if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return said funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

10. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

11. This Interlocal Agreement has been executed pursuant Section 163.01, Florida Statutes.

12. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of the Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto and attached to the original of this Interlocal Agreement.

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

14. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement, including the operation or maintenance duties related to the Project, without the written consent of the other party.

15. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement.

16. The CITY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY shall:

1. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.

2. Require all contractors and subcontractors working on behalf of the CITY on projects that will be submitted for reimbursement pursuant to this Agreement to: (i) include, and to require the inclusion of, this paragraph 16, substituting the name of the contractor or subcontractor for the word CITY, in each contract and subcontract for work that will be submitted for payment reimbursement pursuant to this Agreement and (ii) supply to the City of Avon Park documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.

17. Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds pursuant to this Agreement shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

18. This Agreement expires 24 months from date of execution. Any financial obligations on the part of the COUNTY shall become null and void upon the date of expiration and any unexpended COUNTY funds shall revert back into the appropriate infrastructure account.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Agreement on the day and year set forth next to the signatures below.

DATED this ____ day of _____, 20__.

**HIGHLANDS COUNTY BY ITS BOARD
OF COUNTY COMMISSIONERS**

By: _____
R. Greg Harris, Chairman

Attest:

Robert W. Germaine, Clerk

APPROVED AS TO FORM:

J. Ross Macbeth, Board Attorney

DATED this _____ day of _____, 2014

CITY OF AVON PARK

By: _____

Attest:

CITY Clerk

LEGAL REVIEW: APPROVED AS TO FORM:

CITY Attorney

RPAC FUNDING APPLICATION

Date: July 15, 2014 (Funding Applications must be submitted to the Parks and Natural Resources Department no less than 2 weeks prior to any RPAC meeting)

Name of Applicant: City of Avon Park

Name of Project: Recreation Center Flooring Rehab & Replacement

Location: 207 E State St, Avon Park FL 33825

Land Acquisition (5 points)

Development/Expansion of Existing Park (5 points)

Renovation/Remodeling (10 points)

New Facility (5 points)

DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.

1. **For All Projects:** Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, and any existing buildings on site.

Proposed use of the improvements remains consistent with current use- basketball, volleyball and other indoor public recreational activities.

2. County Funds Requested (RPAC Share) \$ 30,000

3. Local Funds Available: (Requester's Contributions)

a. Cash: \$ 40,464

b. In-Kind: (Provide detailed data) \$ _____

c. Other: (other agency funding, donations, etc.) \$ _____

- In all categories, 5 points will be awarded if amount equals 5% or more of total costs, 10 points if amount equals 10% or more of total costs, 15 points if amount equals 15% or more or 20 points if amount equals 20% or more of total costs.

- All local/other funds will be used first. The balances, up to the approved RPAC recommendation, will be reimbursed by the County.

4. Total Cost of Proposed Project: \$ 70,464

5. PROJECT COST ESTIMATE:

Development/Remodel/Expansion Projects: Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on this application. The site plan must CLEARLY DELINEATE facilities currently existing, facilities proposed for funding in this application and facilities planned for future development. **NOTE: Applicant has 24 months for project completion from the date of the execution of the Interlocal Agreement by the Board of County Commissioners.**

Acquisition Projects: If applying for an acquisition project, submit the proposed development for the project. Along with the breakdown of the facilities, submit a construction timeline for the required development of facilities. Also submit conceptual site plan displaying the areas and facilities to be developed as proposed on this application.

6. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: **(Check ONLY one)**
Provide a brief description of how development, programming and maintenance will be provided.

The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. (15 points)

The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. (10 points)

The applicant has other means of providing facility development, programming and maintenance. (5 points)

Explanation of maintenance _____

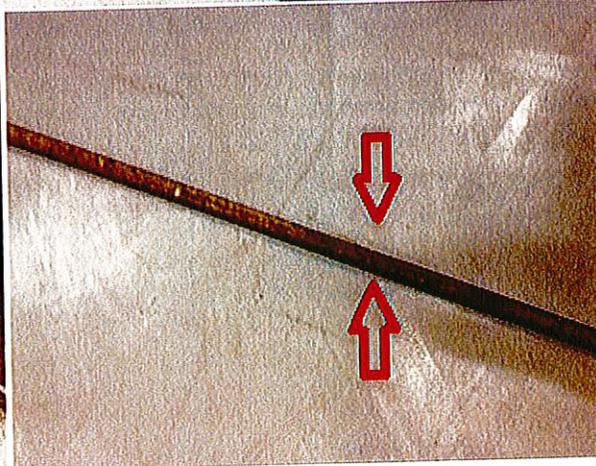
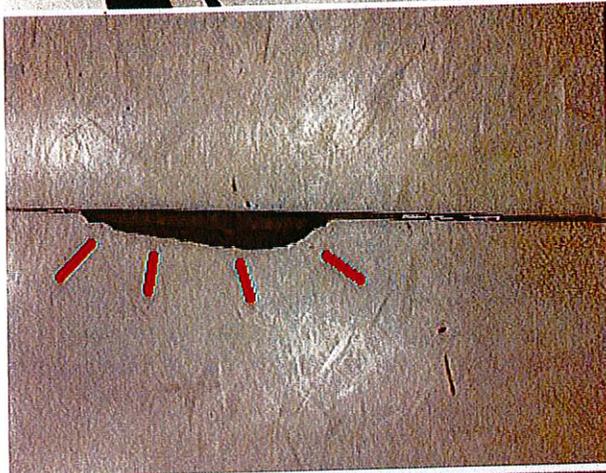
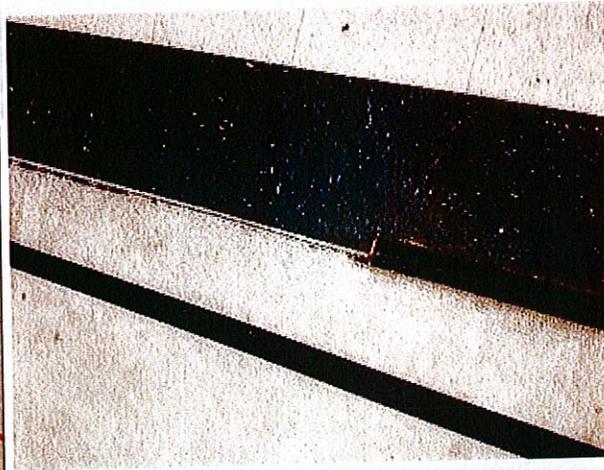
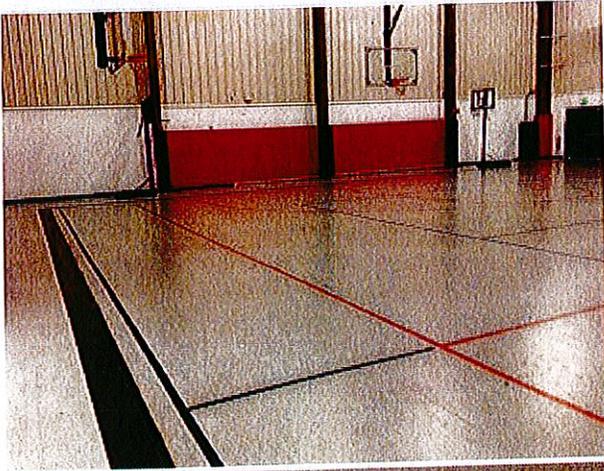
7. If the expansion/remodel/renovation will REDUCE costs of maintenance/operation, please provide a detailed explanation and back-up verification. (25 points)

The proposed materials (maple wood) has a longer life than the current vinyl. Inserts are simpler to replace if damaged/ worn and leave no seams. The longer life of the wood should diminish replacements costs in the future.

Attached:

- RPAC Application
- Exhibit "A" Photos of existing conditions of Rec center floors
- Exhibit "B" Proposal from Athletic Resources for:
 1. Urethane Flooring
 2. Maple Hardwood flooring
- Exhibit "C" Purchase Order from Polk County School for Hardwood Maple flooring
- Exhibit "D" Purchase Order from City of Fort Myers for pad and poor urethane flooring

"A"



- Seams are irreparably "pulling" apart.
- Torn vinyl due to stretched out seams.
- Broken seam protectors

ATHLETIC RESOURCES, INC.

8162 Lowbank Drive
 Naples, Florida 34109
 (239) 793-8900
 Fax (239) 643-8988
www.athleticresources.com

"B"

Tuesday, July 15, 2014

PROJECT NAME: Avon Park Recreation Center

PROPOSAL #: SC5462

PROJECT MANAGER: Steve Cunningham

PAYMENT TERMS: (1.) Credit approval

FOR DELIVERY / COMPLETION: 2014

ATHLETIC RESOURCES, INC. will provide all new material as specified below. All work will be performed in a substantial and timely, workmanlike manner to the manufactures specifications. Any changes or deviations will be approved in writing.

SCOPE OF WORK:

Floor Removal

1. Remove and Dispose of Existing Rolled Vinyl and VCT Flooring
 - a. Approximately 8,610 Square Feet

Sub-Total: \$5,595.00
 Sales Tax: \$0.00
 Total: \$5,595.00 ✓

Pad-n-Pour Urethane Flooring

1. Deliver and Install Alsagym Pad-n-Pour Urethane Athletic Flooring System by Stockmeier Urethanes
 - a. Adhesive
 - b. 4 mm Rubber Basemat
 - c. Two Layers of Pore Sealer
 - d. 2 mm Urethane Wear Coat
 - e. Surface Coat
 - f. Painted Game Lines to Match Existing
 - g. Cove Base & Transitions

Sub-Total: \$60,576.00
 Sales Tax: \$2,134.00
 Total: \$62,710.00 |

Hardwood Maple Flooring

1. Deliver and Install Low Profile Fixed Sleeper Hardwood Maple Flooring System by Aacer Sports Flooring
 - a. 6 Mil Polyethylene Vapor Barrier
 - b. 1 x 4 Dimensional Pine with Anchors
 - c. 25/32" x 2-1/4" Third Grade MFMA Maple
 - d. Two Coats of Oil Based Sealer
 - e. Two Coats of Oil Based Finish
 - f. Painted Game Lines to Match Existing
 - g. Ventilated Cove Base
 - h. Courtedge Reducer Ramps by SafePath Products

Sub-Total: \$64,869.00 ✓
 Sales Tax: \$2,516.00
 Total: \$67,385.00

EXCLUSIONS AND CLARIFICATIONS:

New flooring system to follow contour of existing flooring system.
 Subfloor must meet manufacture's requirements for moisture content; All remediation costs will be the responsibility of the owner.
 If necessary, add \$3,445.00 to skim coat the subfloor prior to installation of the urethane flooring system.
 Owner will be responsible for shortening the height of the doors.

_____ Customer Initials

5595.00
 64869.00

 70464.00



Sales or Use Tax Exemption Certificate
85-8013927632C-8

ORIGINAL/VENDOR

Purchase Order

C

Bill To:

The School Board of Polk County, Florida
Accts. Payable
P.O. Box 391
Bartow, FL 33831

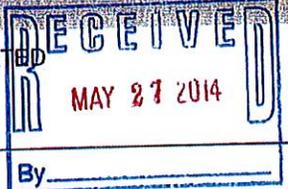
Information:

PO Number 4500587138
Date 05/22/2014
Vendor # 112556
Payment Terms Payable immediately Due net
Goods Recipient R. Turner
Buyer's Phone 863-534-0572
Delivery Date 06/30/2014
Confirmed with
Our Reference P-1476
Incoterms

Page 1 of 1

Vendor Address:

ATHLETIC RESOURCES, INCORPORATED
8162 LOWBANK DRIVE
NAPLES FL 34109



Ship To:

JENKINS ACADEMY OF APPLIED TECHNOLOGY
/OFFICE
701 LEDWITH AVE
HAINES CITY FL 33844
863-421-3267

Item	Material/Description	Quantity	UM	Net Price	Net Amount
IMPORTANT NOTICE TO VENDORS REGARDING JESSICA LUNSFORD ACT: Please visit http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm for a list of links pertaining to requirements of the Jessica Lunsford Act.					
00010	Upgrade/Replace Gym Floor (Bldg. 7, <i>P-1476</i> <i>Rm 002</i> <i>As per the Terms and conditions and plans of Polk County</i> <i>School Board bid #P-1476</i> <i>All bid awards of \$25,000 <{> above shall incorporate</i> <i>the Pre-Qualified Vendor Contract (Exhibit #C#) into this</i> <i>Return PO to Diane Boswell, Facilities</i>	59,300	EA	1.00	59,300.00
TOTAL :					59,300.00

Hardwood Maple flooring

INSTRUCTIONS TO VENDOR: When applicable the seller shall comply with Florida's "RIGHT TO KNOW" LAW, F.S. CH.422. Mail MSDS form to Risk Management Dept., P.O. Box 391 Bartow, FL 33831. Purchase order subject to cancellation if material(s) not received by delivery date, or by written notification by the School Board.

Scott Clanton
Director of Purchasing and Warehousing

Kathryn M. LeRoy
Superintendent of Schools



City of Fort Myers
Purchasing Division
 2600 Dr. Martin Luther King Jr Blvd. Suite 101
 Fort Myers, FL 33902-2443
 (239) 321-7233

PURCHASE ORDER



DATE	PO NUMBER
02/13/2014	0606-000177

This PO number MUST appear on all packages, correspondence, invoices and packing slips

VENDOR: 063304
 ATHLETIC RESOURCES INC.
 8162 LAWBANK DRIVE
 NAPLES, FL 34109

SHIP TO: STARS COMPLEX
 2980 EDISON AVENUE
 FORT MYERS, FL 33916

Contract No:
Terms: 30/0/0 Terms
Req. Del. Date:
Special Inst: Require one (1) Original & one (1) Copy.

Req. No.: 023664
Purchasing Agent: LAURIE VICTORY
Phone No: (239) 321-7233

Reference Purchase Order Number on Invoice
Remit to: Attention: Accounts Payable, P.O. Drawer 2217
 Fort Myers, FL. 33902-2217 Phone (239) 321-7162

Federal Excise Tax Exemption Number	59-70-0015K
Federal Employer I.D. Number	59-6000321
State Sales Tax Exemption Number	85-8012621569C-3

Quantity	Unit	Description	Unit Price	Ext. Price
		Contract: Synthetic Sports Flooring for STARS Complex Gymnasium, RFP #7024-14. All work to be done in accordance with the RFP and submittal - Voluntary Proposal dated January 2, 2014. Work shall include but not be limited to: Abrade & Prep Subfloor, Deliver and Install AlsaGym Pad-n-Pour Urethane Flooring System by Stockmeier Urethane, Basemat adhesive, 4 mm rubber basemat, two layers of pore sealer, 2.0 mm urethane wear layer, top coat paint, painted game lines for four basketball courts and three volleyball courts, vinyl wall base. Alternate 1 work schedule: Week 1: Prep existing floor system; receive new floor system; Week 2: Install rubber basemat and apply pore sealer; Week 3: Apply polyurethane wear coat and top coat paint; Week 4: apply game lines and wall base. clean up and dispose of all waste;		67,500.00

Handwritten: Pad + Pour Urethane

The vendor shall hold harmless and defend the City of Fort Myers and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgement of any name and description arising out of or incidental to the performance of this contractor work performed.

This provision shall also pertain to any claims brought against the city by any employee of the named contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

The vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the contractor's limit of, or lack of, sufficient insurance protection.

SUBTOTAL	
TAX	
FREIGHT	
TOTAL	

V This PO number MUST appear on all packages, correspondence, invoices and packing slips.
E All orders F.O.B. destination unless otherwise noted.
N No changes may be made in this order without the authorization of the Purchasing Division.
D C.O.D. shipments will not be accepted and will be returned at the vendor's risk and expense.
O The City of Fort Myers reserves the right to cancel this order or any part thereof, without obligation, if
R delivery is not made complete, as ordered, or by the specific date required.

VENDOR COPY

Handwritten signature: Laurie Victory

F-15

LEASE

This Lease is made and executed on _____, 20__, by and between the **CITY OF AVON PARK**, a Florida Municipal Corporation organized and existing under the laws of the State of Florida, having its principal office at 110 East Main Street, Avon Park, FL 33825, herein referred to here "City" and the **HEARTLAND CULTURAL ALLIANCE, INC.** a non-profit corporation, organized and existing under the laws of the State of Florida, having its principal office at 9205 Bridle Path, Sebring, FL 33875, herein referred to as "HCA."

1. DEMISE; DESCRIPTION OF PREMISES

City leases to HCA and HCA hires from City, for the purpose of use as an art museum containing the art of Peter Powell Roberts, a cultural center for exhibiting local and regional art, music, performance, literary events, art & cultural learning center, community events and for no other purpose, the Premises generally known as the Second Floor of the Avon Park Community Center located at 310 W. Main St., Avon Park 33825, along with the structures and appurtenances AS-IS and WHERE-IS (hereinafter "Premises"). City makes no representation or warranty whatsoever as to the condition of the Premises. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements to that second floor of the Avon Park Community Center from time to time during the term of this Lease.

2. TERM

The term of this Lease shall be for a term of five (5) years, commencing on _____, 2014, and terminating on _____, 2019, unless terminated on an earlier date as provided herein.

3. RENT

The total rent for the full Lease term shall be fifty and 00/100 dollars (\$50.00), payable as \$10.00 per year for each year, which HCA shall pay to City annually, but may pay for the full term in a lump sum.

4. MANAGEMENT, USES, AND USES PROHIBITED

(a) **Use of Premises Limited.** HCA leases the Premises for the purpose of operating and maintaining an art museum of the work of Peter Powell Roberts, at the Peter Powell Roberts Museum of Art & Cultural Center (hereinafter, "Art Museum") and for no other purpose (hereinafter "Use"). HCA agrees that in lieu of a substantial amount of additional rent for the Premises, HCA shall operate and manage the Premises in the interest and use of Avon Park citizens and the residents of Highlands County, in addition to the interests of HCA. For the full term of this lease and any subsequent periods, if extended, HCA shall make the Art Museum open to the general public during reasonable hours and not less than three (3) days per week, and

at reasonable rates, charges and terms. HCA may occasionally rent out to the general public for special events and private usage occurring and ceasing within one single calendar day when not open during normal business hours, however, the predominant and primary purpose of the use of the Premises shall be as the Art Museum, and not more than 20% of the use of the Premises shall be for such brief third party use. HCA shall not use or permit the leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose for which the Premises are leased without the express written permission of the City. No use shall be made or permitted to be made of the Premises, or acts done, that would be illegal, a violation of City Code; that would cause a cancellation of any insurance policy covering the building located on the Premises, or any part of the Premises, nor diminution in value of the Premises; nor shall HCA sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by any required insurance policies. HCA shall, at its sole cost comply with all requirements pertaining to the leased Premises, of any insurance organization or company necessary for the maintenance of insurance as provided in this Lease covering any building and appurtenances at any time located on the leased Premises. In the event that HCA ceases using the Premises for the purposes stated herein; or, if HCA loses its status as 501(c)(3) entity under the Internal Revenue Code, then in any of those events and others discussed in this Lease, this Lease may be terminated by the City in its sole discretion.

(b) **Rules for Use of Premises.** Exhibit "B" contains all the rules agreed upon by the parties at the signing of this Lease. Nevertheless, the City reserves the right to reopen, revise and amend such rules at any time that the City deems necessary. The City shall submit such changes to HCA for review and approval, however, in the event that the parties are unable to agree to the amended rules, either party may terminate this Lease with thirty (30) days of notice.

5. UNLAWFUL ACTS, WASTE AND NUISANCE PROHIBITED

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

6. ABANDONMENT OF PREMISES

HCA shall not vacate or abandon the Premises nor cease using the Premises as an Art Museum at any time during the term of this Lease. If HCA abandons, vacates, or surrenders the leased Premises, ceases or interrupts the permitted use, or is dispossessed by process of law, or otherwise, this Lease shall terminate and any personal property belonging to HCA and left on the Premises shall be deemed to be abandoned, at the option of City, except such property as may be encumbered to City.

7. CITY'S RIGHT OF ENTRY

HCA shall permit City and the agents and employees of City to enter the leased Premises at all

reasonable times, for the purpose of inspecting them, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any liability to HCA for any loss of occupation or quiet enjoyment of the Premises. For non-emergency inspections, the City shall attempt to contact an HCA representative to accompany the inspection. In no event shall the City enter the Premises without either an HCA representative or a police officer accompanying the inspector.

8. ENCUMBRANCE OF HCA'S LEASEHOLD INTEREST

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

9. ENVIRONMENTAL CONCERNS

HCA shall in a timely manner, comply with all applicable Environmental Laws applicable to HCA's use of the Premises. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this Lease, and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et. seq.), and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such are amended during the term of this Lease.

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

10. SUBLETTING AND ASSIGNMENT

Subletting ~~or assignment~~ of the Premises or assignment of this Lease by HCA is prohibited. Only the renting of space for temporary special events shall be allowed, as further discussed in this Lease.

11. NOTICES

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid return receipt requested or by delivery to a nationally recognized overnight courier service, and addressed to that party at the address stated above, unless notified of a different address in writing.

12. TAXES AND GOVERNMENT CHARGES

HCA acknowledges that, City is a governmental entity with authority to tax its citizens, and HCA shall be obligated to pay any property tax bills as rendered through Highlands County directly to Highlands County if HCA is lawfully required to pay such taxes under Florida law, even though the bills may contain taxes to be received by City. Furthermore, HCA agrees to pay all other lawful taxes, levies or charges lawfully imposed by any state or local governments to the extent applicable to the Premises and/or improvements thereto if HCA is lawfully required to pay such taxes under Florida law. The parties agree that the HCA shall not be required to pay City special assessments for the Premises.

13. IMPROVEMENTS BY HCA; CONTRIBUTIONS BY CITY

(a) **Improvements.** HCA shall provide improvements to the existing Premises necessary for the proposed Use (hereinafter "Improvements"). HCA shall, at its own expense, prepare architectural drawings, engineering and plans necessary to complete such Improvements, including a comprehensive estimate of the total costs of such work, and shall submit same to the City for approval. HCA shall, at its own expense, retain the services of an engineer or other licensed inspector suitable to the City for inspection and approval (hereinafter "Inspection") of all Improvements. The inspector shall perform the Inspection on behalf of the City. HCA shall prepare and complete all pricing and bidding necessary for the Improvements, and shall contract for the work at its own expense. HCA shall obtain at least two (2) competitive bids from licensed contractors for all aspects the Improvements, unless waived by the City in writing. The City shall provide and approve any agreements with HCA selected engineers and other Improvement contractors.

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Fred, The independent inspector is not necessary and a waste of money. The inspector should only be HCA. This is in agreement with the payment process below.

(b) **City Cash Contributions.** The City has agreed to contribute \$35,000.00 in cash to HCA for Improvements to the Premises ("City Contribution"). In order to maintain the legal compliance of such contributions and ensure that the money is spent in the manner intended by the City, the City shall pay for the Improvements based on cash draws as follows:

(1) HCA shall include in each contract for the Improvements, a requirement that requests for payment shall be submitted to HCA for approval, and that no liens may be filed against the Building or any property of the City.

(2) HCA shall then provide an Inspection to conclude that the amount of the payment is in proportion to the amount of work provided by the contractor.

(3) HCA shall submit draw requests to the City on an ongoing basis as each segment of work to improve the Premises is completed and inspected by HCA.

(3)(4) The City reserves the right to reject further payments based on a draw exceeding the amount of work completed, or in the event that total costs of Improvements will exceed the City Contribution, and HCA does not have adequate funds to complete the Improvements.

Fred, The progress payment process seems OK to me.

(4)(5) If approved, The City shall send out such payment in not more than twenty (20) days.

(6) Any and all contractors and engineers shall provide an affidavit of no liens ensuring under oath that all materialmen, subcontractors and employees have been paid prior to the last draw.

(5)(7) Any City Contribution funds remaining after the completion of the Improvements shall be retained by the City.

Such City Contribution shall be used only for construction of Improvements to the Premises, and shall not be used for office equipment, office supplies, or any other ephemeral expenditures.

14. MAINTENANCE, REPAIRS AND DESTRUCTION OF PREMISES AND IMPROVEMENTS

(a) Maintenance of Premises and improvements. HCA shall, throughout the term of this Lease, at its own cost, and without any expense to City, keep and maintain the Premises and all the fixtures and appurtenances on it or in it, including all improvements of every kind that may be a part of the Premises, including stairways and entryways to the Premises, in good, sanitary, and neat order, condition and repair, HCA shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations. ~~For the~~ the Premises, the improvements on the Premises, or any activities on the Premises. The City shall furnish a passenger elevator, maintenance, certifications, licenses and repairs shall be contracted for and paid by the City, ~~and such expenses shall be allocated fifty percent (50%) to HCA.~~ New air conditioning units for the building are being installed by the City, however, in the event of a need for repairs to the ~~air conditioner,~~ refrigerator/ice maker, or other office equipment, HCA shall pay all such costs. The City shall pay for other repairs to the physical building including the roof, walls and entry doors, however, if such repairs are necessary during construction, they shall be performed by HCA with the City Contribution.

(b) Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the Premises shall not release HCA from any obligation under this Lease.

15. UTILITIES

Water, wastewater and electric may be paid by the City as provided herein. All other utilities including without limitation, telephone service and internet service, shall be paid for by HCA. The City reserves the right to charge HCA for what the City, in its sole discretion, deems to be excessive use of utilities. The City may also charge HCA a flat rate for utilities used during HCA's non-museum uses including without limitation, third party rentals for special events and the like.

New development. Maintenance of the facility was to be by them. The elevator and HVAC could be big and recurring expenses. Both are attached to building and belong to the city, Maintenance should be theirs.

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If during construction, the elevator or HVAC breaks down, the HCA pays 100% from the \$35K contribution from the city. Again, not what we agreed to.

16. LIENS

(a) **HCA's duty to keep Premises free of liens.** HCA shall keep all of the Premises and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of HCA, any alteration, improvement, or repairs or additions which HCA may make or permit or cause to be made, or any work or construction, by, for, or permitted by HCA on or about the Premises, or any obligations of any kind incurred by HCA. HCA shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify City and all of the Premises and all buildings and improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens.

(b) **Contesting liens.** If HCA desires to legally contest any lien rather than paying it outright, it shall notify City of its intention to do so. In such a case, and provided that HCA shall, on demand, protect City by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, HCA shall not be in default under this Lease but shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered on it, and such delay shall be a default of HCA under this Lease. In the event of any such contest, HCA shall protect and indemnify City against all loss, expense, and damage resulting from the contest including reasonable attorney's fees and costs at all tribunal levels.

17. INDEMNIFICATION OF CITY

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

harmless and indemnify the City of Avon Park as set forth in this article of the Agreement.

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

18. ATTORNEYS' FEES; VENUE; JURY TRIALS

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

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

19. SIDEWALK SPACE

The City does not lease to HCA any space under, in, or on any street or sidewalk adjacent to the leased Premises.

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

HCA shall pay the rent and all other sums required to be paid by HCA under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions of this Lease on its part to be kept and performed, and at the expiration or sooner termination of this Lease, HCA shall peaceably and quietly quit and surrender the Premises to City in good order and condition subject to the other provisions of this Lease. In the event of the non-performance by HCA of any of the covenants which HCA has undertaken, this Lease may be terminated as provided in this Lease. All remedies conferred on City shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

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

21. PUBLIC RECORDS

The terms of HCA's use of the Premises provides substantially favorable treatment for HCA as HCA is performing a service that is beneficial to the City, County, and public in general, and these services are traditionally governmental in nature. Based on that premise, it is possible

that HCA could be determined by a court of law to be “acting on behalf of the City” to bring it under the ambit of the Florida Public Records Act, Chapter 119 F.S. Therefore, pursuant to section 119.0701 F.S., HCA agrees to the following public records requirements:

(a) HCA shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services hereunder. All records, books, and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and especially s. 119.0701 FS, and such “public records” shall be kept by HCA in compliance thereof.

(b) At no additional cost to the City, HCA shall provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) HCA shall ensure that public records that are exempt or confidential as well as exempt from public records, the public records are not disclosed except as authorized by law.

(d) HCA shall meet all requirements for retaining public records and shall transfer, at no cost to the City, all public records in possession of the HCA upon termination of the Lease and destroy any duplicate public records that are exempt and confidential. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

22. INSURANCE

(a) **Insurance coverage of Premises.** The City provides casualty and liability insurance for the Avon Park Community Center building, however, HCA shall, at all times during the term of this Lease and at HCA's sole expense, keep all contents and improvements that are now or in the future a part of the Premises, insured against loss or damage by fire and the extended coverage hazards for the full replacement value of the improvements, with loss payable to City and HCA as their interests may appear, with the insurance proceeds for the City Contribution being solely for compensation to the City. Any other loss adjustment shall require the written consent of both City and HCA.

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

Certificates of insurance and certified copies of these insurance policies must accompany this signed Lease.

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

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

23. NOTICE OF DEFAULT

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

24. DEFAULT

Breach of any provision in this Lease shall be deemed a default. In addition, HCA shall be deemed in default of this Lease if it ever files a claim of bankruptcy of any kind, ceases to be a 501(c)3 organization under the laws and rules of the Internal Revenue Service (IRS), ceases to actively provide the Art Museum as described herein, or is otherwise determined to be insolvent in the reasonable opinion of the City's certified public accountant. In the event of any breach of this Lease by HCA, the City, in addition to the other rights or remedies the City may have, shall

have the immediate right of re-entry and may remove all persons and property from the Premises. Any property may be removed and stored in a public warehouse or elsewhere at the sole cost of, and for the account of, HCA. City may at any time after that elect to terminate this Lease for any previous breach. Should City at any time terminate this Lease for any breach, in addition to any other remedy it may have, City may recover from HCA all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from HCA to City.

25. EFFECT OF EMINENT DOMAIN

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

(c) **Condemnation award.** In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any condemnation proceedings, City and HCA shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the taking. In the event of a partial taking of the Premises and this Lease is not terminated, then HCA shall have the right to make claim against the condemning or taking authority for only the un-amortized cost of the improvements placed on the leased Premises by HCA and located on the Premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending five (5) years after completion of the improvements.

26. INTERRUPTION OF SERVICES OR USE

Interruption or curtailment of any utility or other service maintained in the building, if caused by strikes, mechanical difficulties, or any causes beyond the City's reasonable control whether similar or dissimilar to those enumerated, shall not entitle HCA to any claim against the City or to any abatement in rent, and shall not constitute constructive or partial eviction, unless the City fails to take reasonable measures to restore the service without undue delay. If the premises are rendered untenable in whole or in part, for a period of ten (10) business days, by the making of repairs, replacements, or additions, other than those made with HCA's consent or caused by misuse or neglect by HCA or HCA's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenability.

27. WAIVER

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

28. SECTION CAPTIONS

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

29. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP

The terms and conditions in this Lease are the product of mutual draftsmanship by both parties, ~~each being represented by counsel~~, and any ambiguities in this Lease or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Lease were negotiated at arms' length, and that each party, being represented by counsel or capable of being so represented, is acting to protect its, his, her, or their own interest.

30. RECORDATION

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

31. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

32. COUNTERPARTS AND FACSIMILE (FAX) DOCUMENTS

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

=====**The remainder of this page is intentionally left blank**=====

HCA

HEARTLAND CULTURAL ALLIANCE, INC

Witnesses:

Printed name: _____

Printed name: _____

By: _____
Fred Leavitt, President

CITY

CITY OF AVON PARK, FLORIDA

Attested by: _____
Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS TO FORM AND CONTENT

Gerald T. Buhr, City Attorney

EXHIBIT A
ALLOCATIONS OF COMMON UTILITIES AND SERVICES

Percentages of HCA responsibility:

1. Electric - 0 % for first 6 months of electric bills. Meters may be installed with contracted repair funds to carve out upstairs electric utility bills to be paid by HCA after initial 6 months of opening.
2. Water - 0 % of water bills
3. Sewer - 0 % of sewer bills
4. Garbage - 0 % of garbage collection bills. Except that if additional garbage cans or dumpsters or upgrades to existing dumpsters are needed by the HCA either permanently or temporarily, then coverage of those expenses will be at HCA's sole expense. All garbage items are to be placed in receptacles. If garbage from HCA is not disposed of properly, HCA is responsible for additional fees per City Ordinance.
5. Telephone - 100 % of telephone bills. No telephone or fax lines are to be expensed by the City in any fashion.
6. No office, clerical equipment shall be expensed to the City- to include desks, personnel equipment and furniture, computer software, hardware, Wi-Fi, or any other office supplies or office infrastructure needs.
7. Mowing and common area landscaping - 0 % of bill.
8. Repaving and maintenance of park lot - 0 % of bill.
9. Window washing - 0 % of bill
10. Painting of exterior - 0 % of bill.

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What happens after 6 months?
This should be 0% for the term of the lease and no separate meter is required.

~~(Pat - Delete this entirely.)~~

EXHIBIT B
RULES FOR USE OF PREMISES

1. HCA shall not suffer or permit the obstruction of any common areas, including driveways, walkways, and stairways.
2. City reserves the right to refuse access to any persons City in good faith judges to be a threat to the safety, reputation, or property of the Avon Park Community Center and its occupants.
3. HCA shall not make or permit any noise or odors that annoy or interfere with other HCA's or persons having business within the Avon Park Community Center.
4. HCA shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
5. HCA shall not alter any lock or install new or additional locks or bolts without the express written permission of the City. The first floor stairwell entry lock needs to be changed for security as does the elevator key.
6. HCA shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities on the Premises, and shall prohibit and prevent use of such facilities elsewhere in the Avon Park Community Center. No foreign substances of any kind are to be inserted in any toilet rooms, plumbing or other utilities.
7. HCA shall not deface the walls, partitions or other surfaces of the premises or Avon Park Community Center.
8. HCA shall not suffer or permit anything in or around the premises or building that causes excessive vibration or floor loading in any part of the Avon Park Community Center.
9. Furniture, significant freight, and equipment shall be moved into or out of the building only with the City's knowledge and consent, and subject to reasonable limitations, techniques, and timing that may be designated by City. HCA shall be responsible for any damage to the Avon Park Community Center arising from any such activity.
10. HCA shall not employ any service or contractor for services or work to be performed in the building, except as approved by City.
11. HCA shall provide all barriers and signage necessary, in the sole opinion of the City, to ensure that customers and other users of the Premises do not use Avon Park Community Center entrances other than the elevator and when necessary to due to first floor events, the fire stairs.
12. No window coverings, shades, or awnings shall be installed or used by HCA without express, written permission and approval by the City based on the City's code, and the City's desired building motif and character. ~~(Pat we will need to cover some windows.)~~
13. No HCA, employee, or invitee shall go on the roof of the building.
14. HCA shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by City or by other applicable governmental agencies as nonsmoking areas.

Comment [GTB1]: There needs to be some kind of reasonable access by the City emergency workers in case of fire or alarm.

Comment [GTB2]: Please note that this does not prohibit covering windows; only regulates the manner and style of such coverings.

This is an added cost. Is it necessary? The city has thermostat(s) already installed.

15. HCA shall not use any method of heating or air conditioning other than as provided by City. ~~HCA shall provide thermostat(s) meeting the City's specifications, including without limitations, capable of recording hours running and remote programming and control by the City and HCA.~~ HCA shall conserve energy as reasonable and prudent under the circumstances.

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16. HCA shall not install, maintain, or operate any vending machines or otherwise sell food or drinks on the Premises without City's written consent. ~~Pat--We intend to offer catering services for wedding receptions etc.)~~

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17. Although the Premises has a kitchen for low volume use by HCA employees, the Premises shall not be used for lodging or manufacturing, or for cooking or food preparation for customers or events. ~~In the event that food or beverage are served for customers or events, HCA shall utilize the services of licensed caterers for any such food or beverage services unless expressly approved by the City in writing, and all any required government permits and approvals have been shall be obtained by HCA at its own expense. We plan to provide beverages and appetizers at exhibit openings. Hiring a caterer for wine & cheese is an unreasonable expense.~~

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18. HCA shall comply with all safety, fire protection, and evacuation regulations established by City or any applicable governmental agency.

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

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

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

Agenda Item Summary

Subject: Disposal of 2008 Refuse Side Loading Truck

Item No. F-16

Placed on Agenda by: City Manager

Total Amount of Project: N/A

Staff Review: Yes

Attorney Review: Yes

Recommended Motion(s): Discussion of Options below

Background: The City has moved the entire sanitation fleet towards rear loading refuse trucks. The advantages with this processing and collection system is where furniture and other bulk items can be safely processed and loaded, not requiring special pickups.

The City previously exclusively utilized side loading trucks. This type of a system does not allow for loading of bulk items. We currently have an older 2008 model for which the packer requires an estimated \$43,000 to repair. These repairs are performed at the EZ-Pack dealership located in Tampa. The repairs will address worn metal channels, parts, sensors, hydraulics and instruments. The dealership offered a \$35,000 trade-in value for this 6-year old unit, sold as-is.

We have two options available:

1. **Option-1**, Drive the truck back from Tampa to Avon Park, and take to the auction firm located in Sebring with a minimum reserve price of \$35,000 and full disclosure that the garbage packer is broke down, and hope to sell at the auction. If the vehicle does not sell at the Auction, we could drive the vehicle back to Tampa and take the trade-in value offered by the dealer. If it becomes necessary as a result of exploring this option, the cost for driving the vehicle between Avon Park and Tampa for fuel and man-power is estimated at about \$800 round-trip.
2. **Option-2**, we could accept the dealership's trade-in offer of \$35,000 for the 2008 Auto Car broken unit.

(This vehicle was sold new for \$200,000, with a six year life span, the depreciation is approximately \$33,000/year. This is the typical life span for a garbage truck, and outlines what staff believes to be the appropriate residual value for this damaged unit.)

F-17

RESOLUTION NO. 14-15

A RESOLUTION OF NECESSITY OF THE CITY OF AVON PARK, FLORIDA, PROMULGATED PURSUANT TO § 163.355, FLORIDA STATUTES DETERMINING THAT IT IS APPROPRIATE TO EXPAND THE MAIN STREET COMMUNITY REDEVELOPMENT AREA; DETERMINING THAT THE COMMUNITY REDEVELOPMENT AGENCY MAIN STREET EXPANSION AREA SUFFERS FROM ONE OR MORE INDICATORS OF SLUM AND BLIGHT; DETERMINING THAT REDEVELOPMENT OF THE MAIN STREET EXPANSION AREA IS APPROPRIATE AND CRITICALLY NECESSARY AND IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF THE CITY; MAKING CERTAIN OTHER REQUIRED FINDINGS AND DETERMINATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Avon Park adopted Resolution No. 18-87-88, containing findings of necessity, approving a slum and blight study for the original Main Street Community Redevelopment Area; and

WHEREAS, the City Council of the City of Avon Park adopted Ordinance No. 822 declaring the need for a Community Redevelopment Agency, establishing the boundaries of the community redevelopment area, establishing the Community Redevelopment Agency, providing for its organization and procedures, and delegating to the Community Redevelopment Agency certain powers as necessary and appropriate for community redevelopment; and

WHEREAS, pursuant to section 163.360, Florida Statutes, the Community Redevelopment Agency has developed a Community Redevelopment Plan that is consistent with each of the enumerated requirements of sections 163.360 and 163.362, Florida Statutes; and

WHEREAS, the condition of the CRA Main Street Expansion Area is similar to the condition of the designated Main Street Community Redevelopment Area in that the facts and evidence presented show that conditions are present in the CRA Main Street Expansion Area that:

1. Are detrimental to the sound growth of the City and substantially impair or arrest the growth of the City and present conditions and uses are detrimental to the health, safety, morals and public welfare;
2. Exhibit conditions that endanger life or property;
3. Contain a predominance of defective or inadequate street layout;
4. Exhibit faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
5. Include unsanitary or unsafe conditions;
6. Exhibit deterioration of site or other improvements;
7. Include inadequate and outdated building density patterns; and
8. Contain a diversity of ownership or defective or unusual conditions.

WHEREAS, slum and blight constitutes a serious menace injurious to the public health, safety, morals and welfare of the County and the City, imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairing or arresting sound growth, aggravating traffic problems, and increasing the costs of providing public services to blighted areas; and

WHEREAS, while the City has determined that the CRA Main Street Expansion Area demonstrates conditions of slum and blight, the area can be conserved and rehabilitated through appropriate public action as authorized under the Florida Statutes, preserving and enhancing the

tax base for the benefit of all taxing authorities; and

WHEREAS, action must be taken immediately to prevent further blight and deterioration and to protect and enhance public expenditures previously made in the CRA Main Street Expansion Area; and

WHEREAS, the existing Main Street Community Redevelopment Plan includes plans and programs for the redevelopment of the CRA Area; and

WHEREAS, the CRA Main Street Expansion Area is contiguous to the original CRA Main Street Area; and

WHEREAS, both areas exhibit similar land uses and other site conditions; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, as follows:

Section 1. Findings.

(a) Based upon the facts and evidence presented to and considered by the City Council, the foregoing findings are hereby confirmed and incorporated herein by reference.

(b) The preservation and enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the