CITY OF AVON PARK

Highlands County, Florida

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

November 5. 2014

Avon Park City Council
110 E. Main St.
Avon Park, FL 33825

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday November 10, at 6:00 p.m. in the Avon Park City Council Chambers, located at 123 E. Pine St.

If you are unable to attend, please contact me at 452-4403.

Sincerely,

Julian Deleon,
City Manager

/bb

Office: 863-452-4403 Fax: 863-452-4413 E-mail: jdeleon@avonpark.cc

CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St. Avon Park, FL
November 10, 2014 /// 6:00 PM

A. **OPENING:**
- **Aa.** Invocation
- **Ab.** Pledge of Allegiance
- **Ac.** Roll Call

B. **CITY ATTORNEY**

1. **Closed Executive Session Announced**

2. **Closed Meeting Commenced (See instructions)**

3. **Closed Meeting Concluded (See instructions)**

4. **OPEN DISCUSSION OF CITY OF *ROWAN V. CITY OF AVON PARK LAWSUIT* CONTINUES *WITHOUT DISCLOSURE OF CONFIDENTIAL CLOSED SESSION.* ANY MOTIONS DIRECTED AT SETTLEMENT OR STRATEGY AS TO LITIGATION EXPENDITURES ARE NOW APPROPRIATE.**

C. **CONSENT AGENDA:**

5. Approval of Regular Meeting Minutes of October 27, 2014
6. Approval of Special Meeting Minutes of October 30, 2014
7a. Approval of Housing Authority Reappointment for:
   Dora Smith (Three yr term exp 9/23/14)
   Greg Wade (Three yr term exp 7/26/14)
7b. Approval of reappointment to P&Z Board:
   David Coller (Three yr term exp 10/24/14)
8. Approval of 401A - Adoption Agreement with FL League of Cities (consistent with Ord 24-14)

D. **CITIZENS/OUTSIDE AGENCIES:**

9. **Main Street CRA event- Decorated Christmas Tree**
10. **Lazaro Martinez (rep for 505 N Delaney property)**

E. **COMMITTEE REPORTS/ATTY UPDATES/ ANNOUNCEMENTS**

F. **ADMINISTRATIVE:**

11. **Second Reading Ordinance 25-14** Annexation of 183-acres in Red Water Lake Area
    Open the Public Hearing – Mayor Schuler

12. **Second Reading Ordinance 26-14** Annexation of 19-acres in Red Water Lake Area
    Open the Public Hearing – Mayor Schuler

13. **Second Reading Ordinance 27-14** Annexation of 1.5 acres Lake Lotela
Open the Public Hearing – Mayor Schuler

14. FY 2013/2014 year end budget adjustments

15. Calendar/ Council meeting dates in 2015 and possible conflicts

16. Employee "Buy-back" program

G. CITIZENS PARTICIPATION

H. ADJOURN

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

City of Avon Park
Highlands County, Florida

110 E. Main St.
Avon Park, FL 33825
Tel: 863.452.4411
FAX: 863.452.4413

B

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

At the regularly scheduled meeting of the City Council of Avon Park, Florida, held at 6:00 P.M., Monday, November 10, 2014 there shall be an executive session closed to the public as requested by the City Attorney for the City Attorney and outside counsel to seek advice of the City Council regarding settlement negotiations and strategy related to litigation expenditures regarding the lawsuit *Rowan v. Avon Park*, Case No. 11-410-GCS. The City Council shall conduct the executive session closed to the public as provided by statutory exemption to Florida's Government in the Sunshine Act. The closed session shall follow the opening of the regular meeting in the agenda, and shall be attended only by Mayor Sharon Schuler, Council members Terry Heston, Garrett Anderson and Parke Sutherland, as well as City Manager Julian Deleon, City Attorney Gerald Buhr, and outside legal counsel Brian Koji. A verbatim transcript of the closed session proceedings will be produced by a court reporter.

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

B

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

Prior to the State amending the Government in the Sunshine Act, no attorney-client exception to that act existed to allow attorneys to privately advise a city commission regarding litigation issues as exists for the private sector. With the amendment, however, the exception for closed sessions is allowed, but only *very* narrowly, and only as precisely described in the statute. In this meeting, special counsel and I have asked for this shade meeting to seek your advice about **settlement negotiations and strategy related to litigation expenditures** related to this case. You may speak freely regarding those matters, however, **NO OTHER TOPICS MAY BE DISCUSSED**.

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

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

1. **Whatever you say during the closed session is only *temporarily* confidential. The transcript *will* be made available to the public once the case is concluded.**

2. ***No vote or "decisive action" action can be taken in the closed meeting; only discussion*. Nothing prevents you, however, from taking decisive action in the *open* meeting which precedes and follows the closed session, even if that decisive action is based on what you have heard in the closed session. But be careful not to disclose *what was discussed in the closed session* as part of your motion or discussion of the motion in the *open* meeting.**

3. **What is discussed in the closed meeting is confidential, and you should not disclose the discussion to *anyone* until the conclusion of the case when the transcript is open to the public. To intentionally do otherwise could be deemed an ethics violation or a basis for recall.**

4. **It is important that you notify the City Attorney as far in advance of the closed session as possible if you are sure that you will not be able to attend.** Names of attendees must be published in a prior newspaper notice of the meeting, and that notice needs to be reasonably accurate. Unavoidable post-notice illness or absence will not be violations of the Sunshine Act.

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
October 27, 2014
6:00 PM

C 5

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

Members absent: Deputy Mayor Brenda Giles.

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 October 13, 2014.
Appointments to Airport CRA (regular board member): Everett Winston.
Motion made by Councilman Parke Sutherland, seconded by Councilman Terry Heston to approve consent agenda as presented. Motion carried unanimously.

CITIZENS/ OUTSIDE AGENCIES:
Resident Kristin Heads/Code Enforcement Lien. No one was present to address this agenda item.

ADMINISTRATIVE:

Second Reading – Ordinance 24-14 Attorney Gerald Buhr read Ordinance 24-14 into the record. Mayor Schuler opened the floor for the public hearing. Seeing no hands Mayor Schuler closed the public Hearing.
Motion made by Councilman Terry Heston, Seconded by Councilman Garrett Anderson to Approve 2nd reading of Ordinance 24-14. Motion carried 3 yeas, 1 absent, 1 abstain (Councilman Parke Sutherland, his spouse works the City and may receive benefits from Ordinance 24-14)

First Reading Ordinance 25-14: Annexation of Ben Hill Griffin Property/183 –acres in Red Water Lake Area. Attorney Gerald Buhr read the ordinance into the record.
Motion made by Garrett Anderson, Seconded by Councilman Parke Sutherland to approve 1st reading of Ordinance 25-14. Motion passed 3 yeas, 1 absent, 1 abstain (Councilman Terry Heston due to conflict of interest).

First Reading of Ordinance 26-14. Annexation of 19- Acres in Red Water Lake Area. Attorney Gerald Buhr read ordinance into record.
Motion made by Councilman Parke Sutherland, Seconded by Mayor Sharon Schuler, to approve 1st reading of Ordinance 26-14. Motion carried 3 yeas, 1 absent, 1 abstain (Councilman Terry Heston due to conflict of interest).

First reading of Ordinance 27-14. Annexation of 1.5 acres Lake Lotela. Attorney Gerald Buhr read Ordinance 27-14 into the record.
Motion made by Councilman Terry Heston, Seconded by Councilman Garrett Anderson, Motion carried, 3 yeas, 1 absent, 1 abstain (Councilman Parke Sutherland annexation of property in which he owns an interest).

Sewer Bypass Thompson Pump System Purchase/Piggy-Back:
Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Sewer Bypass Thompson Pump System Purchase/Piggy-Back. Motion carried unanimously.

Central Florida Regional Planning Council Services Contract FY 14-15:
Motion by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Contract for FY 14-15. Motion carried unanimously.

FRDAP Grant Application for Durrah Martin Rehab & Lake Tulane:
Admin Services Director Sutherland provided information on the City staff applying for FRDAP grants for both Lake Tulane Park and Durrah Martin Field.

Resolution 14-16: Brickell Building/execution authority by City Manager: Attorney Gerald Buhr presented Resolution 14-16 to approve the purchase of the Brickell Building located at 2 East Main Street, Avon Park, and to authorize City Manager Julian DeLeon to execute the necessary documents to consummate the purchase: Providing an effective date:
Motion made by Councilman Parke Sutherland, seconded by Councilman Terry Heston to approve Resolution 14-16. Motion carried unanimously.

Museum Lease: After a brief discussion, Council agreed to have a Special Meeting on Thursday, October 30, 2014 at 5:00 P.M. to finalize this lease.

CITIZENS PARTICIPATION:
Lisa Celentano, event coordinator of "Dirty Dozen", addressed Council regarding a reduction or forgiveness of water bill from her "Dirty Dozen" event at the Avon Park Armory. Her group had tapped into a City owned fire hydrant for her event and City staff installed water meters to gauge the water consumption for her event. Atty Buhr stated that a "for-profit" business constitutionally could not be provided forgiveness or reduction unless donations provided from event revenues were given to non-profits.
Motion by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve reduction of water bill according to percent of non profit donation of up to 60%. Motion carried unanimously.

Meeting adjourned at 8:00 P.M.

Maria Sutherland, City Clerk Sharon Schuler, Mayor

CITY COUNCIL SPECIAL MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
October 30, 2014
5:00 PM

C 6

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

Members absent: Deputy Mayor Brenda Giles.

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 5:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

Community Center lease between City and Hearland Cultural Alliance (HCA):
Motion by Terry Heston and second by Garrett Anderson to approve contract as presented between the City of Avon Park and the Heartland Cultural Alliance. Motion carried unanimously.

Attorney Buhr addressed Council regarding conducting a Closed Session meeting to discuss City litigation of Rowan v. City of Avon Park. After consensus from the Council, November 10th was set for the Closed Session Meeting. Attorney Buhr will conduct the meeting process in accordance with statute.

Meeting adjourned at 5:35 P.M.

Maria Sutherland, City Clerk Sharon Schuler, Mayor

Florida Municipal Pension Trust Fund

§ 401(a) Defined Contribution Plan

Adoption Agreement

C8

Please tell us about the Participating Employer:

Name of Government Entity	City of Avon Park
Address	110 E. Main Street
Address	
City-State-Zip	Avon Park, FL 33825
Individual to Receive Plan Notices	Julian Deleon
Title	City Manager
Telephone	863-452-4405
Fax	
e-mail	

Your Plan Administrator is:
Florida League of Cities, Inc.
301 S. Bronough Street
P.O. Box 1757
Tallahassee, Florida 32302
Phone: (850) 222-9684
Fax: (850) 222-3806

Contacts: Jeremy Button, Senior Analyst, jbutton@flcities.com

Plan Provisions
The Participating Employer will use FMPTF's § 401(a) Defined Contribution Plan.

For any Plan choice that this Adoption Agreement fails to specify, the Participating Employer is deemed to have specified the first-displayed choice.

Your Plan Year is:

■ October 1 – September 30

☐ January 1 – December 31

☐ Other _____

Payroll Periods

The payroll period of the Participating Employer is:

☐ weekly
■ bi-weekly
☐ semi-monthly
☐ monthly
☐ other [specify]: _____

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Florida League of Cities, Inc.

Matching Contributions are Participating Employer Contributions that may be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan.

If the Participating Employer provides Matching Contributions, the amount of Matching Contributions made for a Participant each Plan Year will be (choose only one):

[ ] up to ____% of such Participant's Employee Basic Contributions.

[ ] ____% of the Participant's Employee Basic Contributions, which cannot exceed ____% of the Participant's Benefit Compensation.

[ ] other formula (requires approval from the FMPTF) _____

Non-elective Contributions and Matching Contributions in the year of termination
A Participant shall receive the Employer Contribution during the year of termination regardless of time completed, subject to the vesting schedule.

Non-elective Contributions and Matching Contributions will be made:

__X__ per pay
_____ quarterly
_____ once a year

Benefit Compensation

Benefit Compensation means the Participant's:

■ Benefit Compensation as defined in Provision 3.13 in the Plan Document.

☐ other [specify] (requires approval from the FMPTF)

_____

_____

Vesting for Participating Employer Non-elective Contributions and Matching Contributions
A Participating Employer may establish a vesting schedule for Participating Employer Non-elective Contributions and Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified minimum period of service (not to exceed 5 years), the Participant forfeits the Participating Employer's Non-elective Contributions and Matching Contributions. However, upon Death, Disability, or the Termination of the Plan, the Participant is 100% vested in the Participant's Participating Employer Non-elective Contributions and Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Participating Employer's responsibility to calculate the Participants service and report it to the Plan Administrator. The Participating Employer hereby elects the following:

A General Employee Participant becomes Vested in his or her Plan Account according to:

☐ Immediate vesting

© Florida Municipal Pension Trust Fund
Florida League of Cities, Inc.

Unless otherwise specified above, the vesting period will begin on the Participant's first day of employment as an Eligible Employee. In addition, unless otherwise indicated above, Eligible Employees who are employed on the date the Plan is adopted by the Employer will be given credit for prior service as an Eligible Employee for purposes of satisfying the vesting schedule. Also, unless otherwise provided above, different periods of service as an Eligible Employee will be added together in determining whether the vesting period has been satisfied.

Restated Plan - If this is a Restated Plan to an existing defined contribution plan and the Vesting Schedule has been amended by this Restated Plan, enter the pre-amended vesting schedule below:

a._____	Years of Service	Percentage	Years of Service	Percentage
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

b._____ Schedule has not been amended.

Years of Vesting Service

A year of vesting service shall be measured from the Participant's date of hire. The completion of twelve calendar months from the date of hire shall count as a year of vesting service. Any years of vesting service credited from prior years shall remain credited, regardless of revised provisions.

Forfeitures

Forfeitures shall be held in a Forfeiture Account and be used to reduce future Participating Employer Contributions.

Changing and Terminating this Adoption Agreement

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt an amendment to the Adoption Agreement or a new Adoption Agreement must be adopted and forwarded to the FMPTF for approval.

This Adoption Agreement may be terminated only in accordance with the Plan.

Adopting the Plan

By signing below, the Participating Employer adopts the FMPTF 401(a) Defined Contribution Plan ("Plan"). The Participating Employer acknowledges that it received a copy of the Plan. The Participating Employer shall receive copies of any Plan amendments made by the FMPTF.

© Florida Municipal Pension Trust Fund
Florida League of Cities, Inc.

Your Business is Cordially Invited to Join

D9

Candy Cane Lane

Gingerbread Lane

Santa Claus Square

All trees **MUST** be:

- Between 7' and 8.5' tall (artificial)
- Tastefully Decorated
- At the Village site, completely decorated and ready for viewing, no later than 9 a.m. on December 1st, 2014 (day of Christmas Parade)

NO TREES ARE TO BE INSTALLED AFTER THE DEADLINE!!!

- All trees must be removed **by businesses** from village area no later than January 2nd, 2015 at 9 a.m.
- Any trees not picked up will be discarded
- Signs for in front of your tree will be printed by Satori Screen Printing and paid for by the Main Street CRA (business card design suggested)
- A Reservation fee of $5.00 (non-refundable) is required upon signing up for a spot in the village. Make checks payable to Anna Marie Feeney.

Please Note: The City is NOT responsible for security of items on your tree.

- Cancellation **MUST** be made at least 7 days prior to the event in order to find a replacement tree for your spot.
- Setting up of trees may begin the Saturday before the event.

Sponsored by:

The City of Avon Park
Royal 4 Home Services, Inc.
Main Street CRA

Avon Park Community REDEVELOPMENT Agency
Main Street District

Agreement for Installation of Tree/Decorations on Candy Cane Lane, Gingerbread Lane or Santa Claus Square

As the Proprietor/Manager of _____, I am agreeing to the terms below in order to install a tree for my place of business on the following Holiday displays:

Candy Cane Lane

Gingerbread Lane

Santa Claus Square

- All trees/decorations **MUST** be fully decorated, and ready for viewing no later than 9 a.m. on the morning of the Avon Park Christmas Parade (December 1st, 2014). **No trees/decorations are to be installed after this date.**
- All trees/decorations installed **MUST** remain installed until January 1st, 2015.
- All trees/decorations **MUST** be removed no later than 6 p.m. on January 2nd, 2015.
- **DO NOT** purchase expensive items to use on your tree. The City of Avon Park, Anna Marie Feeney, or any other entity is **NOT** responsible for the security of these items.
- A $5.00 reservation fee, made payable to Anna Marie Feeney, **MUST** be included with this application.

By signing this document, I agree to the terms above.

Name of Business: _____

Address: _____

Telephone Number: _____

Signature of Proprietor/Manager: _____

Date: _____

FOR OFFICE USE ONLY:

Event Location:

- ☐ Candy Cane Lane Space #: _____
- ☐ Gingerbread Lane Space #: _____
- ☐ Santa Claus Square Space #: _____

Avon Park Community REDEVELOPMENT Agency
Main Street District

110 E. Main Street
Avon Park, FL 33825
863-452-2039

THIS INSTRUMENT SHOULD BE RETURNED TO:

Janet Shields
City of Avon Park
Code Enforcement
1535 State Road 64 West Suite 104
Avon Park, FL 33825
Work: (863) 452-4401
Work 2: (863) 453-3565

FILED IN HIGHLANDS COUNTY, FL
ROBERT W. GERMAINE, CLERK OF COURTS
FILED04/23/2013 AT 10:17 43 AM
BOOK 2376 PAGE 1315-1316 INSTRUMENT#1694083
DOC TYPE O DEPUTY CLERK:STURNBULL1 REC
FEE $18 50

D10

For Recording Purposes Only

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF THE CITY OF AVON PARK, FLORIDA

CITY OF AVON PARK, a Florida Municipal Corporation

Petitioner,

Vs MABLE PARRISH

and all unknown parties claiming by, through, under or against the said named respondents, whether living or not, and whether said unknown parties claims as heirs, devisees, grantees, assignees, lienors, creditors, trustees, parties in possession, or in any other capacity claiming by, through or under, or against the said named respondents.

Respondent.

CE CASE 12-110

ADDRESS 505 N. DELANEY AVE AVON PARK, FL 33825

COPY

ORDER IMPOSING ADMINISTRATIVE FINE / LIEN

1. This case came on for hearing before the Code Enforcement Special Magistrate on 7/31/2012 , at which time the Special Magistrate heard testimony under oath, received evidence, and issued an Order which was reduced to writing and furnished to the Respondent(s).

IT IS HEREBY ORDERED THAT:

An order imposing a lien in the amount of **ONE THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS AND NINETY FIVE CENTS ($1,698.95)** is hereby imposed. This Order will be recorded in the public records of Highland County or any other county pursuant to the law, and when so recorded shall constitute a lien against any and all real and personal property of the Respondent pursuant to Chapter 162, Florida Statues, Section 162.09. The recording of this Order is for the following described land located within Avon Park, Highlands County, Florida, to wit:

LEGAL DESCRIPTION:A-22-33-28-010-0010-0011

TOWN OF AVON PARK
IN 22-33-
S ½ OF LOT 1 BLK 1

DONE AND ORDERED this 17 day of April, 2013 at Avon Park, Highlands County Florida.

CITY OF AVON PARK, FLORIDA

By: _____
Michael D. Durham, Special Magistrate

STATE OF FLORIDA
COUNTY OF HIGHLANDS

This forgoing instrument was acknowledged before me this 17 day of April 2013 by Michael D. Durham as City of Avon Park Code Enforcement Special Magistrate, who is personally known to me.

City Clerk/ Notary at large

Janet M. Shields

Notary Expires March 11, 2017

This instrument prepared by Janet Shields, Code Enforcement Secretary, City of Avon Park, Florida

JANET M. SHIELDS
Notary Public - State of Florida
My Comm. Expires Mar 11, 2017
Commission # EE 861009
Bonded Through National Notary Assn.

City of Avon Park
1535 SR 64 W. Ste. 4
Avon Park, FL 33825
863-453-3565

June 16, 2014

NOTICE TO APPEAR
BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE

Case Number: 12-00000110

Manner of Service: CERTIFIED MAIL / RRR

FEDERAL NATIONAL MTG ASSOC
3900 WISCONSIN AVE NW
WASHINGTON DC 20016-2892

Violation Location: 505 N DELANEY AVE

TAX ID 22332810001000011

You are hereby **NOTIFIED TO APPEAR** before the Code Enforcement Special Magistrate on **JUNE 25TH 2014 at 3:00 PM**. The hearing will be held in the City Council Chamber located at **123 E. Pine Street**. Your case may be decided even if you fail to appear without a continuance, so if you have valid cause not to appear, you must contact the Code Enforcement Division below, and seek a continuance of your case.

Violation: ORDINANCE NO 22-603; MINIMUM MAINTENANCE; PROPERTY IS OVERGROWN, SCATTERED TRASH, JUNK AND DEBRIS TO INCLUDE OLD CAR PARTS.
Date of Notice of Violation: APRIL 12, 2012

If a person decides to appeal any decision made by the Special Magistrate with respect to any matter discussed at this hearing, he or she will need a record of the proceedings for such purposes, and may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal would be based, pursuant to Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting, or if you have any questions regarding this Notice, please call Joe Sliva at (863) 453-3565.

Sincerely,

NOTICE OF POSTING

DATE: JUNE 16TH, 2014
CASE # 12-00000110
ADDRESS: 505 N DELANEY AVE
A-2233281000100011

THIS PROPERTY IS IN VIOLATION OF THE CITY OF AVON PARK CODE OF ORDINANCE AND/OR MINIMUM MAINTENANCE STANDARDS AND GUIDELINES FOR THE COMMUNITY REDEVELOPMENT AREA AND/OR NUISANCE , OVERGROWN PROPERTY

Failure to respond or comply will result in the City of Avon Park taking action(s) to remedy the violation up to and including demolition.
As per Avon Park City Code of Ordinance 22-608

ALL INTERESTED PARTIES CONTACT THE CODE ENFORCEMENT OFFICE AT (863) 453-3565

Code Enforcement Officer

6-20-14 505 N. Delaney

10-25-14 [signature] 505 N. Delaney

6-25-14 505 N. Delaney

NOTICE OF POSTING

DATE: JUNE 16TH, 2014
CASE # 12-00000110
ADDRESS: 505 N DELANEY AVE
A-22332810001000011

THIS PROPERTY IS IN VIOLATION OF THE CITY OF AVON PARK CODE OF ORDINANCE AND/OR MINIMUM MAINTENANCE STANDARDS AND GUIDELINES FOR THE COMMUNITY REDEVELOPMENT AREA AND/OR NUISANCE , OVERGROWN PROPERTY

Failure to respond or comply will result in the City of Avon Park taking action(s) to remedy the violation up to and including demolition.
As per Avon Park City Code of Ordinance 22-608

ALL INTERESTED PARTIES CONTACT THE CODE ENFORCEMENT OFFICE AT (863) 453-3565

_____
Code Enforcement Officer

CITY OF AVON PARK, FLORIDA

Petitioner,

V

Case No.: 12-110

Property Address: 525 N. DELANEY

Strap No.: A22330280/000/00011

MABLE PARRISH **Respondent**

AFFIDAVIT OF POSTING AND OF MAILING

BEFORE ME, the undersigned authority, personally appeared SCOTT Henderson who, after being by me duly sworn stated the following under oath:

1. My name is SCOTT HENDERSON, I am over the age of eighteen (18) years old, and I otherwise sui juris. I have direct knowledge of the facts set forth below.

2. I am a Code Enforcement Officer for the City of Avon Park, Highlands County, Florida.

3. On the 12th day of APRIL, 2014, a Notice of Violation was issued to the above Respondent for an alleged violation of the Code of Ordinances of the City of Avon Park. Pursuant to section 162.12, Florida Statutes, a notice of this alleged violation and hearing thereon was provided to the Respondent by certified mail, return receipt requested, to the Respondent at the address listed in the tax collector's office for tax purposes and at any other address provided to the City of Avon Park by the Respondent which was/were returned as unclaimed or refused.

4. On the 16th day of JUNE, 2014, I posted notice of the alleged violation and hearing thereon at the property upon which the violation is alleged to exist and at the primary municipal government office. A copy of the notice posted, stamped with the date of posting, is attached hereto.

5. On the 16th day of JUNE, 2014, I mailed, via first class mail, a

notice of the alleged violation and hearing thereon, to the Respondent at the address listed in the tax collector's office for tax purposes and at any other address provided to the City of Avon Park by the Respondent.

FURTHER AFFIANT SAYETH NOT.

Dated this 24th day of June, 2014.

Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 24th day of June, 2014, by Seth Henderson, Code Enforcement Officer for the City of Avon Park, who is personally known to me or who provided N/A as identification.

JOSEPH SLIVA
Commission # FF 112336
Expires April 14, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
My Commission Expires:

THIS INSTRUMENT SHOULD BE RETURNED TO:

Janet Shields
City of Avon Park
Code Enforcement
1535 State Road 64 West Suite 104
Avon Park, FL 33825
Work: (863) 452-4401
Work 2: (863) 453-3565

For Recording Purposes Only

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF THE CITY OF AVON PARK, FLORIDA

CITY OF AVON PARK, a Florida Municipal Corporation

Petitioner,

Vs MABLE PARRISH

and all unknown parties claiming by, through, under or against the said named respondents, whether living or not, and whether said unknown parties claims as heirs, devisees, grantees, assignees, lienors, creditors, trustees, parties in possession, or in any other capacity claiming by, through or under, or against the said named respondents.

Respondent.

CE CASE 12-110

ADDRESS 505 N. DELANEY AVE AVON PARK, FL 33825

COPY

ORDER IMPOSING ADMINISTRATIVE FINE / LIEN

1. This case came on for hearing before the Code Enforcement Special Magistrate on 7/31/2012 , at which time the Special Magistrate heard testimony under oath, received evidence, and issued an Order which was reduced to writing and furnished to the Respondent(s).

IT IS HEREBY ORDERED THAT:

An order imposing a lien in the amount of **ONE THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS AND NINETY FIVE CENTS ($1,698.95)** is hereby imposed. This Order will be recorded in the public records of Highland County or any other county pursuant to the law, and when so recorded shall constitute a lien against any and all real and personal property of the Respondent pursuant to Chapter 162, Florida Statues, Section 162.09. The recording of this Order is for the following described land located within Avon Park, Highlands County, Florida, to wit:

LEGAL DESCRIPTION:A-22-33-28-010-0010-0011

TOWN OF AVON PARK
IN 22-33-
S ½ OF LOT 1 BLK 1

DONE AND ORDERED this 17 day of April, 2013 at Avon Park, Highlands County Florida.

CITY OF AVON PARK, FLORIDA

By: _____
Michael D. Durham, Special Magistrate

STATE OF FLORIDA
COUNTY OF HIGHLANDS

This forgoing instrument was acknowledged before me this 17 day of April 2013 by Michael D. Durham as City of Avon Park Code Enforcement Special Magistrate, who is personally known to me.

City Clerk/ Notary at large

Janet H. Shields

Notary Expires March 11, 2017

This instrument prepared by Janet Shields, Code Enforcement Secretary, City of Avon Park, Florida

JANET H. SHIELDS
Notary Public - State of Florida
My Comm. Expires Mar 11, 2017
Commission # EE 861009
Bonded Through National Notary Assn.

City of Avon Park

2301 US 27 South
Avon Park, Florida 33825
Phone 863-452-4427 Fax 863-452-4428

DATE: December 18, 2012

Avon Park Code Enforcement

DESCRIPTION	AMOUNT
Court Order Clean Up of Property at 505 N. Delaney Ave., Avon Park, FL	
Case # 12-110	
Labor	
Mitchell Strickland	$ 333.88
Officer Over Five Inmates	$ 84.93
Brenda Sliva	$ 49.74
John Chisholm	$ 23.81
Darrell Davis	$ 22.00
Jerry Bennett	$ 63.10
Equipment Used - Cost	
Truck, Trailer, Mower, Weed eaters, Calm Truckand Pole Saw	$ 633.34
Landfill Charges - Ticket # 1427980, 1427261 and 1424830	$ 444.15
Tires	$ 44.00
Work Completed on 10/09/12	
TOTAL	$ 1,698.95

Make all checks payable to **City of Avon Park**
If you have any questions concerning this invoice, contact Na Brenda Sliva, 863-452-4427.

CODE ENFORCEMENT
SPECIAL MAGISTRATE FOR
THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA

Done

CITY OF AVON PARK, FLORIDA

Case No.: 12-110

Petitioner,

Property Address: 209 N Delaney Ave

V

Strap No.: [illegible]

Respondent

[illegible]

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on to be heard before the Special Magistrate for the City of Avon Park at a hearing commencing at 4 A.M./P.M. on Dec 5, 2012 after due notice to Respondent, and the undersigned Special Magistrate having heard testimony under oath and duly considered the evidence presented and being otherwise fully advised in the premises, does hereupon render the following Findings of Fact, Conclusions of Law and Order as follows:

FINDINGS OF FACT

1. **Appearing before the Hearing Officer was the City's Code Enforcement Officer** Linda Lassiter / Mary Ann Long.

2. **Respondent was ( )/was not ( ) properly served notice of the subject hearing.**

3. **The following were present on behalf of the Respondent:**
Present: no one.

4. **The Respondent was cited by way of a Violation Notice for maintaining or creating a condition generally described as** [illegible]

5. **The condition, generally described above, violates the following of the City's Ordinance(s):** [illegible].

6. **The Code Enforcement Officer for the City of Avon Park reported that, based on a re-inspection of the property conducted on** [illegible], **the above described condition has ( )/has not (-) been remedied.**

CONCLUSIONS OF LAW

7. **Due and proper notice has (-)/has not ( ) been afforded Respondent.**

8. **The violation(s) as described in paragraphs 4 and 5 above did (-)/do exist (-) at the subject property.**

9. **The Special Magistrate has jurisdiction over the subject matter and of Respondent.**

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, and upon consideration of the gravity of the violation, actions taken by the Respondent to correct the violation(s), any previous violations committed by the Respondent, it is hereby ORDERED that:

( )Summary Disposition. Respondent admits to the violation(s) and requests additional time to comply. Respondent waives any defenses to the violation(s). Respondent shall have until _____ _____, 2_____ comply or a $_____ fine in total ( )/per day ( ) will be imposed after a finding of non-compliance at a subsequent hearing.

( )Respondent shall secure subject property within _____days or a fine of $_____in total ( ) /per day ( ) will be imposed after a finding of non-compliance at a subsequent hearing.

( )Respondent shall have _____ days, or until _____ _____, 2____,to bring the subject property into total compliance or a fine of $_____ in total ( )/per day ( ) will be imposed after a finding of non-compliance at a subsequent hearing.

( )Respondent shall have _____ days, or until _____ _____, 2_____, for total compliance or the City of Avon Park is hereby authorized to _____ assessing costs incurred as a lien against all property owned by the Respondent as provided by law.

( )The City of Avon Park is hereby authorized to take the steps necessary to bring the property into total compliance, which may include demolition, with the costs thereof assessed as a lien against all property owned by the Respondent as provided by law.

( )Respondent is a repeat offender, as defined by Florida Statutes, having previously been found in violation in Case(s) _____;

( ) **Respondent is fined as a repeat offender a fine of $_____ per day each and every day until the property is brought into compliance.**

( ) **The subject property is now in compliance. This case is dismissed upon payment of a fine of $_____, within _____days of the date of the entry of this order.**

PREVIOUS ACCOUNT NEXT ACCOUNT

A-22-33-28-010-0010-0011
10 Avon Park City Limits

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

Owners
Name 1 :**FEDERAL NATIONAL MTG ASSOC**
Name 2 :

MAILING ADDRESS
Addr 1 : **3900 WISCONSIN AV NW**
Addr 2 :
City : **WASHINGTON**
State : **DC**
Country:
Zip : **20016-2892**

DOR Code : **01**
CLICK FOR CODE DESCRIPTION

Neighborhood Code: **1026.00**
AVON PARK SE1/4 OF 15 & NE1/4 OF 22

Map Id : **23D**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE FOR THIS PARCEL.

SITE ADDRESS
505 N DELANEY AVE
AVON PARK , FL 33825

Legal Description
TOWN OF AVON PARK
IN 22-33-28
S 1/2 OF LOT 1 BLK 1

VIEW GIS MAP

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

VALUE SUMMARY

Total Building Value	$44,367
Total OB/XF Value	$638
Total Land Value	$6,831
Total Land Value - Agri.	$0
Income	NA
Total Classified Use Value	$0

TAXABLE VALUE SUMMARY

Total Assessed Value	$51,836
Total Exemptions	$0
Total Taxable Value	$51,836

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

Called SJ
7/23/2012 1:20

City of Avon Park
110 E. Main Street
Avon Park, FL 33825
863-452-4401

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.75

Postmark Here

7011 0470 0001 4783 3615

Sent To: Mable Parrish
Street, Apt. No.; or PO Box No.:
City, State, ZIP+4:

PS Form 3800, August 2006 — See Reverse for Instructions

NOTICE TO APPEAR
BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE

Case Number: 12-000000110

Manner of Service: CERTIFIED MAIL

MABLE PARRISH
938 CHELSEA WAY
LAKE WALES, FL 33853

Violation Location: 505 N DELANEY AVE

Tax ID# A22332801000100011

You are hereby **NOTIFIED TO APPEAR** before the Code Enforcement Special Magistrate on **JULY 31, 2012 at 4:00 pm**. The hearing will be held in the City Council Chamber located at **123 E. Pine Street**. Your case may be decided even if you fail to appear without a continuance, so if you have valid cause not to appear, you must contact the Code Enforcement Division below, and seek a continuance of your case.

Violation: ORDINANCE NO. 22-603; MINIMUM MAINTENANCE; SCATTERED TRASH, JUNK AND DEBRIS TO INCLUDE OLD CAR PARTS.
Date of Notice of Violation: APRIL12, 2012

If a person decides to appeal any decision made by the Special Magistrate with respect to any matter discussed at this hearing, he or she will need a record of the proceedings for such purposes, and may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal would be based, pursuant to Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting, or if you have any questions regarding this Notice, please call Janet Shields at (863) 452-4401 or (863) 452-4402.

Sincerely,

Marnita English

foreclosure?

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $5.75
Postmark Here
Sent To Suntrust
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2006 See Reverse for Instructions
7011 0470 0001 4783 3905

Eric L Zwayer
Hillsborough County Tax

2011 Roll Details — Real Estate Account At 505 DE

Real Estate Account #A223328-01000100011

2011	2010	2009
Paid	Paid	Paid

Owner: PARRISH MABLE
505 N DELANEY AVE
AVON PARK, FL 33825
Situs: 505 DELANEY
AVON PARK

Account number: **A223328-01000100011**
Alternate Key: 1001430
Millage code: 10
Millage rate: 21.1803
Escrow company: SUNTRUST/VALUTREE REAL EST SER (199)
ATTN: CARYN WYATT
1001 SEMMONS AVE
RICHMOND, VA 23285

Assessed value: 58,300
School assessed value: 58,300

Exemptions

HOMESTEAD BANDED: 8,300
HOMESTEAD: 25,000
WIDOW: 500

Location is not guaranteed to be accurate **Property Appraiser**

Street Map

2011 annual bill

Ad valorem: $583.76
Non-ad valorem: $165.00
Total tax:

Paid 2011-11-21 $718.81
Receipt #001-11-00012071

View

Legal description

TOWN OF AVON PARK TH 22-33-28 S 1/2 OF LOT 1 BLK 1

Location

Book, page, item: 1142-1098-
Property class:
Range: 28E
Township: 33S
Section: 022
Block: 0010
Lot: 0011
Value code: 01
Use code: 01

INSPECTION HISTORY

HIGHLANDS COUNTY BCC

CASE NO : CE12070168
ADDRESS : 505 N DELANEY AVE
OWNER : PARRISH MABLE
DATE : Jul 24, 2012
DESCRIP : AVON PARK CODE ENFORCEMENT CALLED AND ASKED FOR SITE INSPECTION OF THIS HOME.

DATE	TIME	TYPE	INSP	COMMENTS
07/24/12	16:10:39	INS	SY	THIS IS A CONCRETE BLOCK HOME WITH A RAISED WOOD FLOOR SYSTEM. THE ROOF IS FINISHED WITH SHINGLES BUT HAS A THICK LAYER OF TREE LIMBS AND LEAVES ON THE ROOF. THIS WILL CAUSE THE SHINGLES TO ROT IF NOT CLEANED OFF. THE HOME WAS LOCKED, BUT BY LOOKING THROUGH THE WINDOWS I SAW NO AREAS OF LEAKS OR CEILING DAMAGE. THERE IS ONE WINDOW MISSING THAT HAS BEEN BOARDED OVER BUT ALL OTHER DOORS AND WINDOWS ARE IN PLACE. THERE IS QUITE A BIT OF TRASH, BOXES, AND OLD CLOTHES IN THE HOME AND ALSO IN THE YARD AND CARPORT. WITH THE REPLACEMENT OF THE WINDOWS, CLEAN UP OF THE ROOF AND YARD DEBRIS AND AN INTERIOR INSPECTION THE HOME SHOULD BE IN USABLE CONDITION AGAIN.
07/24/12	16:06:14	CRE	SY	COMPLAINT RECORDED BY hmckinne

CITY OF AVON PARK, FLORIDA

Case No.: 12-110

Petitioner,

Property Address: 505 N Delaney Ave

V

Strap No.: A223328010001

Respondent

Mable Parrish /

AFFIDAVIT OF POSTING AND OF MAILING

BEFORE ME, the undersigned authority, personally appeared Cmdr. Jason Lister, who, after being by me duly sworn stated the following under oath:

1. My name is Jason Lister, I am over the age of eighteen (18) years old, and I otherwise sui juris. I have direct knowledge of the facts set forth below.

2. I am a Code Enforcement Officer for the City of Avon Park, Highlands County, Florida.

3. On the 12 day of April, 2012, a civil citation was issued to the above Respondent for an alleged violation of the Code of Ordinances of the City of Avon Park. Pursuant to section 162.12, Florida Statutes, a notice of this alleged violation and hearing thereon was provided to the Respondent by certified mail, return receipt requested, to the Respondent at the address listed in the tax collector's office for tax purposes and at any other address provided to the City of Avon Park by the Respondent which was/were returned as unclaimed or refused.

4. On the 23 day of July, 2012, I posted notice of the alleged violation and hearing thereon at the property upon which the violation is alleged to exist and at the primary municipal government office. A copy of the notice posted, stamped with the date of posting, is attached hereto.

5. On the 20 day of July, 2012, I mailed, via first class mail, a

notice of the alleged violation and hearing thereon, to the Respondent at the address listed in the tax collector's office for tax purposes and at any other address provided to the City of Avon Park by the Respondent.

FURTHER AFFIANT SAYETH NOT.

Dated this 30 day of July, 2012.

Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 30 day of July, 2012, by Jason Lister, Code Enforcement Officer for the City of Avon Park, who is personally known to me or who provided _____ as identification.

JANET H. SHIELDS
Notary Public - State of Florida
My Comm. Expires Mar 11, 2013
Commission # DD 869101

Janet H. Shields
Notary Public
My Commission Expires: 3/11/2013

NOTICE OF POSTING

DATE: JULY 20, 2012
CASE# 12-000000110
ADDRESS: 505 N DELANEY AVE
AVON PARK, FL 33825
A-22-33-28-100-0100-0011

THIS PROPERTY IS IN VIOLATION OF THE CITY OF AVON PARK CODE OF ORDINANCE AND/OR MINIMUM MAINTENANCE STANDARDS AND GUIDELINES FOR THE COMMUNITY REDEVELOPMENT AREA AND/OR NUISANCE , OVERGROWN PROPERTY

Failure to respond or comply will result in the City of Avon Park taking action(s) to remedy the violation up to and including demolition.
As per Avon Park City Code of Ordinance 22-608

ALL INTERESTED PARTIES CONTACT THE CODE ENFORCEMENT OFFICE AT (863) 452-4401

M. English/Cmdr. Jason Lister
Code Enforcement Officer

Code Enforcement Division
Avon Park Police Department
304 West Pleasant Street
Avon Park, FL 33825

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.45

Postmark Here

Sent To: Mable Parrish
Street, Apt. No., or PO Box No.:
City, State, ZIP+4:

PS Form 3800, August 2006 — See Reverse for Instructions

7007 2560 0002 2061 6305

CODE ENFORCEMENT NOTICE

Date: April 12, 2012 Certified Mail Number:

Dear: MABLE PARRISH
938 CHELSEA WAY

LAKE WALES FL 33853

Case # 12-00000110

During a recent inspection of your property located at 505 N DELANEY AVE on April 12, 2012. It was discovered that the property is in violation of the Code of Ordinances of the City of Avon Park. SEE ATTACHED NOTICE OF VIOLATION.

The Code Enforcement Office requests that you correct this violation. If you have any questions you may visit our office or contact us by calling 863-452-4401 or 863-452-4402 within the next thirty (30) days after the receipt of this letter.

Failure to correct this violation or contact this office may require other course of actions pursuant to section 162.12 Florida Statutes and the Code of Ordinances of the City of Avon Park.

Greg Warner

C.E.O. GREG WARNER

City of Avon Park
110 E. Main St.
Avon Park, FL 33825-3948

CERTIFIED MAIL

7007 2560 0002 2061 6305

Hasler
04/13/2012
US POSTAGE

ZIP 33825

4-14-12

[illegible] CHELSEA WAY

LAKE WALES FL 33853

APR 24

NIXIE 337 1E 1 00 05/05/12
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33825394510 *1901-00430-19-42

Case # 12-00000110

33853@3945

Violation Detail
00010 MINIMUM MAINTENANCE Sec. 22-603
Date Est: April 12, 2012 Location: STRUCTURE Qty: 001

Violation Description

Sec. 22-603. Exterior structure.

(a) General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

(b) Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. If the paint on more than 25 percent of the exterior surface of the structure is missing, peeling, flaking and/or chipped the surface shall be repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains, mold and mildew shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(c) Premises identification. Buildings shall have approved address numbers affixed to the principal structure and placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address shall be a minimum of four inches (102mm) high with a minimum stroke width of 0.5 inch (12.7mm).

(d) Structural members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

(e) Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

(f) Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and

maintained weatherproof and properly surface coated where required to prevent deterioration. Existing miscellaneous elements on the exterior of the building such as empty electrical conduits, unused brackets, etc. shall be removed. Wires and conduits shall be secured and located as inconspicuously as possible.

(g) Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains; gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. No more than ten percent of the area of the roof shall be missing tiles or shingles. Metal roofs shall be kept free of rust and/or oxidation. If more than ten percent of the roof is rusted or oxidized, the roof shall be refurbished. In the case of natural disasters such as hurricanes or tornados where the roof is damaged to the extent that a "blue tarp" is required to prevent water intrusion, the maximum time allowed for repair of the roof and removal of the "blue tarp" is 18 months.

(h) Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features, where permitted, shall be maintained in good repair with proper anchorage and in a safe condition.

(i) Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts, where permitted, shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(j) Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be structurally sound, in good repair, have proper anchorage and be capable of supporting the design loads.

(k) Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be structurally safe and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(l) Handrails and guards. Every handrail and guard shall

be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
(m) Window, skylight and doorframes. Every window, skylight, doorframe shall be kept in sound condition, good repair and weather tight. Broken or missing windows, skylight and doorframe shall be replaced within 30 days of breakage or removal. Windows, skylights, and/or openings shall not be boarded or covered with materials not normally used in finished construction except on a temporary (not to exceed 30 days) basis until repair or replacement can be effected. During emergency situations such as hurricanes additional time for replacement may be granted with approval of the city council.
(n) Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Broken or missing doors shall be replaced within 30 days of breakage or removal. Doors, and/or openings shall not be boarded or covered with materials not normally used in finished construction except on a temporary (not to exceed 30 days) basis until repair or replacement can be effected. During emergency situations such as hurricanes additional time for replacement may be granted with approval of the city council.
(o) Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.
(p) Guards for basement windows. Every basement window that is capable of being opened shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.
(Ord. No. 13-07, § 1, 6-25-2007)

Violation Text

chipped peeling paint

Violation Corrective Action

Violation Detail
00020 Weeds, Vegetation Sec. 42-31
Date Est: April 12, 2012 Location: YARD Qty: 001

Violation Description

Sec. 42-31. Weeds, vegetation and other accumulations declared nuisances.
Any growth of weeds to a height of 12 inches or more or any rank vegetable growth which exhales unpleasant and noxious

odors or which may conceal filthy deposits or harbor insects; any offensive matter or thing; the accumulation of any undergrowth, debris, trash, rubbish, wornout and dilapidated motor vehicles, wagons, buggies, etc.; or any or all other worn or discarded materials which are likely to affect the health and safety or appearance of the community are hereby declared to be nuisances.
(Code 1990, § 170-1)

Violation Text

property is overgrown. Scattered trash, junk, and debris to include old car parts

Violation Corrective Action

D.C. CNORKA REC. FEE $10.00 L.E. "LUKE" BROOKER CLERK OF COURTS HIGHLANDS CO.

10.00 CN

Recording Requested By:
VERDUGO TRUSTEE SERVICE CORPORATION

When Recorded Return To:

MABLE PARRISH
505 N DELANEY AVE
AVON PARK, FL 33825

RELEASE OF MORTGAGE

CITICORP TRUST BANK, FSB. #:0003866830 "PARRISH" Lender ID:31000/ESERVE Highlands, Florida
KNOW ALL MEN BY THESE PRESENTS that CITICORP TRUST BANK, FSB whose address is 5280 CORPORATE DRIVE, DEPT. 1020, FREDERICK, MD 21703 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said Mortgage.

Original Mortgagor: MABLE PARRISH, SINGLE
Original Mortgagee: SUNTRUST BANK
Dated: 03/10/2005 Recorded: 04/13/2005 in Book/Reel/Liber: 1842 Page/Folio: 575 as Instrument No.: 1308948 in the County of Highlands State of Florida

Property Address: 505 N DELANEY AVE, AVON PARK, FL 33825-2709

IN WITNESS WHEREOF, CITICORP TRUST BANK, FSB by the officers duly authorized, has duly executed the foregoing instrument.

CITICORP TRUST BANK, FSB
On October 29th, 2007

By:
MARYLYN C BROWN, Vice-President

WITNESS
CHRISTINA WILLET

WITNESS
WALTER H EICHELBERGER

STATE OF Maryland
COUNTY OF Frederick

On October 29th, 2007, before me, JANE EYLER, a Notary Public in and for Frederick in the State of Maryland, personally appeared MARYLYN C BROWN, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

JANE EYLER
Notary Expires: 11/01/2009

Prepared By:
LEAH VROMAN, VERDUGO TRUSTEE SERVICE CORP PO BOX 9443(1-800-283-7918), GAITHERSBURG, MD 20898

"HMI"HMICITM"10/16/2007 01:43:00 AM" CITB01CITB0000000000000000199321" FLHIGHL" 0003866830 FLSTATE_MORT_REL "LVA"LVACITM"

CONTACT US

COUNTY PROPERTY APPRAISER

ABOUT HCPAO MEET YOUR APPRAISER SEARCH PROPERTY RECORDS

PREVIOUS ACCOUNT NEXT ACCOUNT

A-22-33-28-010-0010-0011
10 Avon Park City Limits

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

Owners
Name 1 :**PARRISH MABLE**
Name 2 :

MAILING ADDRESS
Addr 1 : **938 CHELSEA WAY**
Addr 2 :
City : **LAKE WALES**
State : **FL**
Country:
Zip : **33853-3461**

DOR Code : 01
CLICK FOR CODE DESCRIPTION

Neighborhood Code: **1026.00**
AVON PARK SE1/4 OF 15 & NE1/4 OF 22

Map Id : **23D**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE
FOR THIS PARCEL.

SITE ADDRESS
505 N DELANEY AVE
AVON PARK , FL 33825

Legal Description
TOWN OF AVON PARK
IN 22-33-28
S 1/2 OF LOT 1 BLK 1

VIEW GIS MAP

OG
TRASH/Irak - +
Chippers paint
4-12-12

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

VALUE SUMMARY

Total Building Value	$47,196
Total OB/XF Value	$576
Total Land Value	$6,831
Total Land Value - Agri.	$0
Income	NA
Total Classified Use Value	$0
Total Just Value	$54,603

TAXABLE VALUE SUMMARY

Total Assessed Value	$54,603
Total Exemptions	$0
Total Taxable Value	$54,603

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

SALES HISTORY

Off. Record Book	Off. Record Page	Date Month	Date Year	Type Inst	Qualified or Unqualified	Vacant or Improved	Reason Code	Sales Price
1142	1098	05	1991		Qualified	Improved	00	$53,500

Click on individual Book/Page above for HC Clerk Records

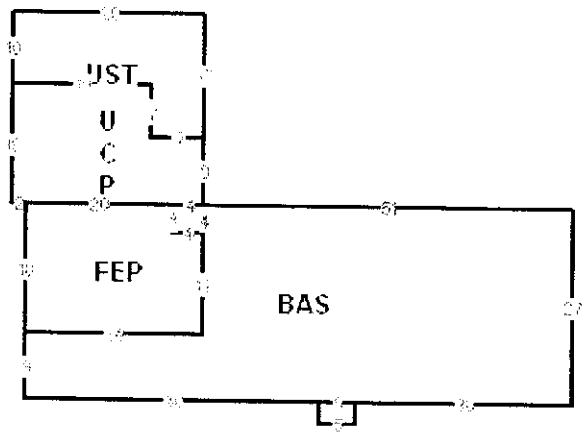
BUILDING 1

Type	Model	Eff. Area	Quality Index	Effective Base Rate	Repl. Cost New	AYB	EYB	Econ	Fnct		Norm	% Cond
01	01	2,161	101	$39.00	$84,279.00	1960	1966	0	0	0.00%	44.00%	56.00%

505 N DELANEY AVE

BUILDING CHARACTERISTICS

Element	Code	Construction Detail
Exterior Wall 1	15	Concrete Block
Exterior Wall 2	0	None
Roof Structure	3	Gable or Hip
Roof Cover	3	Asphalt/Comp. Shingl
Interior Wall 1	5	Drywall
Interior Wall 2	4	Plywood paneling
Interior Flooring 1	14	Carpet
Interior Flooring 2	7	Cork or Vinyl Tile
Heating Fuel	4	Electric
Heating Type	4	Force Air-Ducted
Air Cond. Type	3	Central
Bathrooms	2	6.0 Fixtures
Bedrooms	3.0	
CW Quality	0	None
Common Wall	0	
Wall Height	0	
Rooms / Floor	0	



BAS=W51 UCP=N9 UST=N17 W26 S10 E19 S7 E7$ W7 N7 W19 S16 E2 FEP=S18 E24 N14 FOP=N4 W4 S4 E4$ W4 N4 W20$ E24$ S18 W24 S9 E40 UOP=S3 E5 N3 W5$ E5 E30 N27$. SE-BT 2/15/88 BS **

2/88 PCR=AAAC ACBB=79%

BUILDING SUBAREAS

Area Type	Total Gross Area	Percent of Base	Total Adjusted Area	Subarea Market Value
BAS	1,593	100.00%	1,593	$34,791
FEP	416	80.00%	333	$7,273
UST	309	50.00%	154	$3,363
UCP	367	20.00%	73	$1,594
FOP	16	30.00%	5	$109
UOP	15	20.00%	3	$66
Totals	2,716	NA	2,161	$47,196

EXTRA FEATURES

LN	OB/XF Code	Description	Bld	SOH	Length	Width	Units	Unit Price	Orig Cond	Year On	AYB	Ann Adj	% Cond	OB/XF Mkt Value	Notes
1	0031	C WALK	1	S	45	4	180.00	4.050	1.00	0	1969	1.00	0.59	$430	
2	0114	F CL4	1	S	135	4	135.00	5.400	1.00	1998	1970	2.00	0.20	$146	

LAND LINES

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

LN	Use Code	Land Use Description	SOH	RD	Loc Zone	Front	Depth	Total Land Units	UT TP	DT	Depth Fact	Cond Fact	Total Adjust	Land Unit Price	Adjusted Unit Price	Land Value	Other Adjust and Notes
1	0100	SFR	S	B	R1A	115.00	135.00	115.0000	FF	4	0.9900	1.0000	0.9900	60.00	59.40	$6,831	

DISCLAIMER:
Please note that property values on this site are continously being updated and are a work in progress throughout the year. The final values are certified in October of each year. The prior year certified value is reflected in the Value Summary portion of the record.

COPYRIGHT 2011 Highlands County Property Appraiser. All Rights Reserved. TERMS/PRIVACY

F 11

ORDINANCE NO. 25-14

AN ORDINANCE TO ANNEX APPROXIMATELY 183 ACRES OF LAND OWNED BY BEN HILL GRIFFIN, INC., IDENTIFIED BY COUNTY ID NUMBERS C-01-34-28-A00-0040-0000, C-01-34-28-020-00G0-0000, C-01-34-28-020-00H0-0000 AND, C-07-34-29-A00-0020-0000 INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Ben Hill Griffin, Inc., is the owner of the subject parcels of property as shown by the Highlands County property appraiser, herein referred to as Exhibit "B", with legal descriptions attached hereto as Exhibit "B"; and

WHEREAS, the City of Avon Park, would like to incorporate this property identified as parcels C-01-34-28-A00-0040-0000, C-01-34-28-020-00G0-0000, C-01-34-28-020-00H0-0000 AND, C-07-34-29-A00-0020-0000, into the City limits of the City of Avon Park, Florida, as shown by the map, Exhibit "A", attached hereto and incorporated here in by reference; and

WHEREAS, the City has an Agreement signed by Ben Hill Griffin, IV, President, attached as Exhibit "C"; and

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

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

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

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

Section 2. Property Annexed. That the parcels of land with the metes and bounds legal descriptions identified in Exhibit "B" attached hereto and incorporated herein, is

hereby voluntarily annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The property being annexed is shown on the map attached as Exhibit "A". The tax ID numbers for the parcels making up the annexed property are:

C-01-34-28-A00-0040-0000
C-01-34-28-020-00G0-0000
C-01-34-28-020-00H0-0000
C-07-34-29-A00-0020-0000

The City boundaries are hereby redefined so as to include the said described parcel of land.

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

This Ordinance shall become effective upon passage by the City Council.

This ordinance was read for the first time at the Regular Meeting of the City Council on the 27th day of October, 2014 where it was voted on by members of the City Council as follows:

Yeas 3 Nays_____ Absent 1

This ordinance was authorized to be read for a second and final time at the Regular Meeting of the City Council on the 10th day of November, 2014, where it was voted on by members of the City Council as follows:

Yeas_____ Nays_____ Absent_____

(Seal)

ATTEST: **CITY OF CITY OF AVON PARK, FLORIDA**

By:_____
Maria Sutherland, City Clerk

By:_____
Sharon Schuler, Mayor

APPROVED AS TO FORM:

_____
Gerald T. Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 25-14

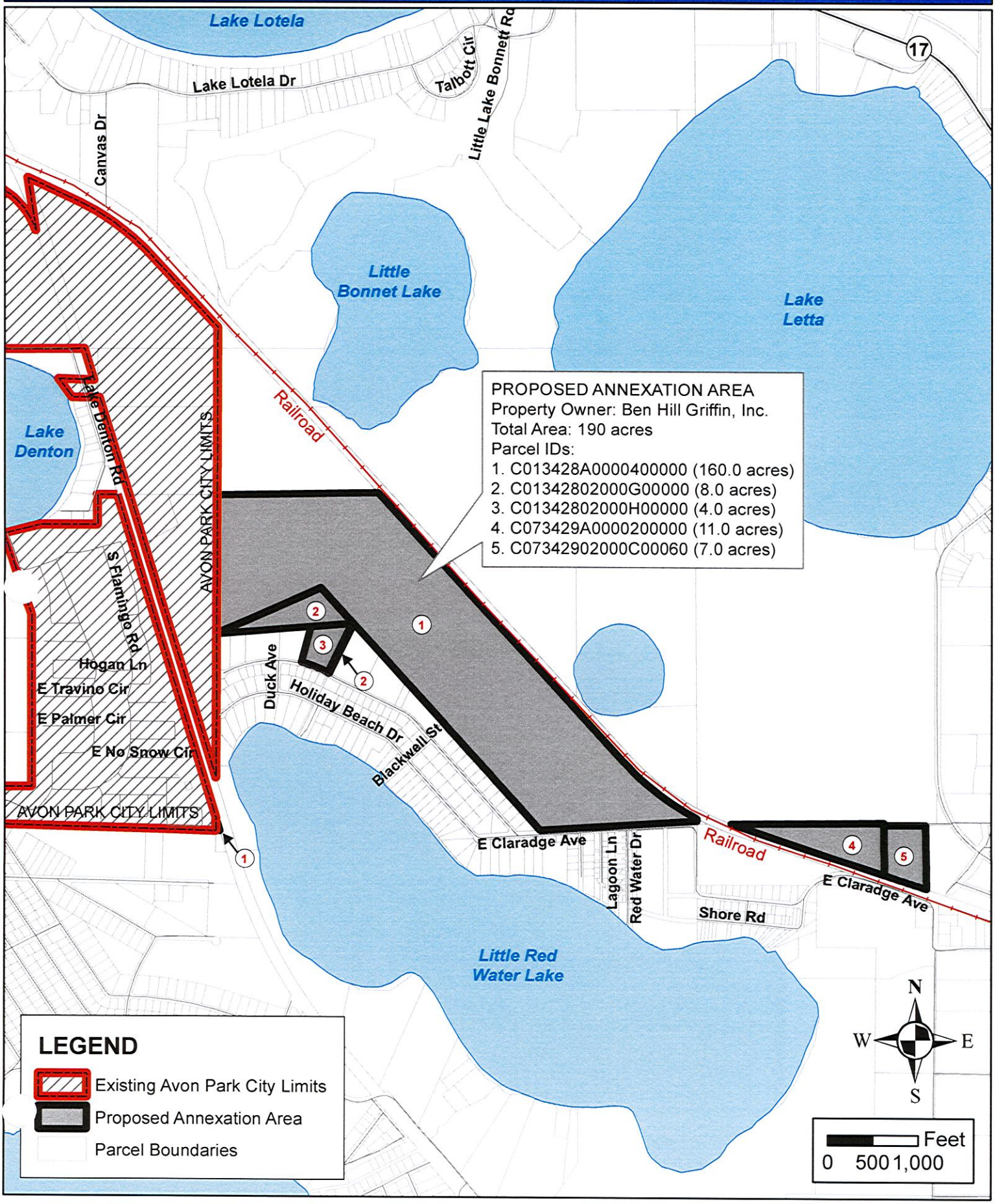


EXHIBIT-B PAGE-1

PREVIOUS ACCOUNT NEXT ACCOUNT

C-01-34-28-A00-0040-0000
40 County Southwest Water

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

Owners
Name 1 :**BEN HILL GRIFFIN INC**
Name 2 :

MAILING ADDRESS
Addr 1 : **P O BOX 127**
Addr 2 :
City : **FROSTPROOF**
State : **FL**
Country:
Zip : **33843**

DOR Code : 66
CLICK FOR CODE DESCRIPTION

Neighborhood Code: 340.00
RURAL TRACTS IN 34/28

Map Id : **46A**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE FOR THIS PARCEL.

SITE ADDRESS
1625 E CLARADGE AVE
AVON PARK , FL 33825

Legal Description
ALL S + W OF SAL RR-LESS
N 1/2 OF NW 1/4 W OF RR +
LESS RED WATER LAKE EST +
LESS SUNSET LAKES EST +
LESS ABANDONED ACL RR R/W +
LESS .46 ACRE TR IN SW
COR W OF RR
1-34-28/4 159.93 ACRES

VIEW GIS MAP

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

VALUE SUMMARY

Total Building Value	$0
Total OB/XF Value	$3,054
Total Land Value	$1,099,100
Total Land Value - Agri.	$732,517
Income	NA
Total Classified Use Value	$735,571
Total Just Value	$1,102,154

TAXABLE VALUE SUMMARY

Total Assessed Value	$735,571
Total Exemptions	$0
Total Taxable Value	$735,571

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

SALES HISTORY

Off. Record Book	Off. Record Page	Date Month	Date Year	Type Inst	Reason Code	Sales Price

EXHIBIT-B Page-2

PREVIOUS ACCOUNT NEXT ACCOUNT

C-01-34-28-020-00G0-0000
40 County Southwest Water

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

Owners
Name 1 :**BEN HILL GRIFFIN INC**
Name 2 :

MAILING ADDRESS
Addr 1 : **P O BOX 127**
Addr 2 :
City : **FROSTPROOF**
State : **FL**
Country:
Zip : **33843**

DOR Code : 66
CLICK FOR CODE DESCRIPTION

Neighborhood Code: 2022.00
LITTLE RED WATER AREA

Map Id : **46A**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE FOR THIS PARCEL.

SITE ADDRESS
3015 GLACIER AVE
AVON PARK , FL 33825

Legal Description
RED WATER LAKE ESTATES
PB 7-PG 19
TRACTS G-N + NLY PORTIONS
OF TRS H-J-K-L
DESC IN OR 413-PG 853
8.14 ACRES M/L

VIEW GIS MAP

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

VALUE SUMMARY

Total Building Value	$0
Total OB/XF Value	$0
Total Land Value	$54,568
Total Land Value - Agri.	$36,372
Income	NA
Total Classified Use Value	$36,372
Total Just Value	$54,568

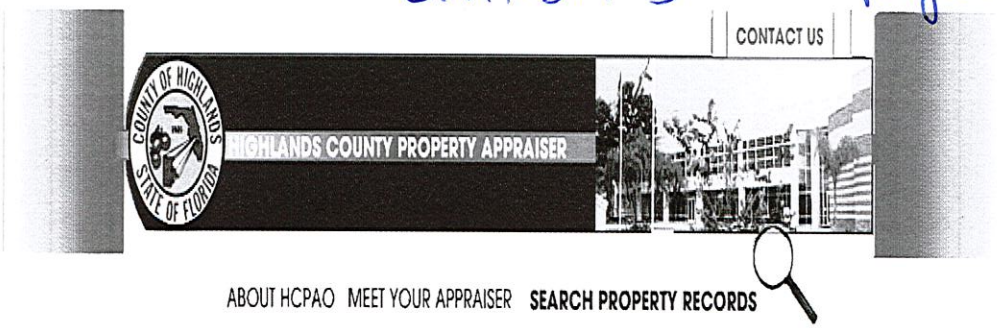
TAXABLE VALUE SUMMARY

Total Assessed Value	$36,372
Total Exemptions	$0
Total Taxable Value	$36,372

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

SALES HISTORY

EXHIBIT-B PAGE-3



PREVIOUS ACCOUNT NEXT ACCOUNT

C-01-34-28-020-00H0-0000
40 County Southwest Water

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

Owners
Name 1 :**BEN HILL GRIFFIN INC**
Name 2 :

MAILING ADDRESS
Addr 1 : **700 SCENIC HWY**
Addr 2 :
City : **FROSTPROOF**
State : **FL**
Country:
Zip : **33843**

DOR Code : **00**
CLICK FOR CODE DESCRIPTION

Neighborhood Code: **2022.00**
LITTLE RED WATER AREA

Map Id : **46A**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE FOR THIS PARCEL.

SITE ADDRESS
3025 GLACIER AVE
AVON PARK , FL 33825-

Legal Description
REDWATER LAKE ESTATES
PB 7 PG 19
SLY 4.18 ACRES OF
TRACT H

VIEW GIS MAP

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

VALUE SUMMARY

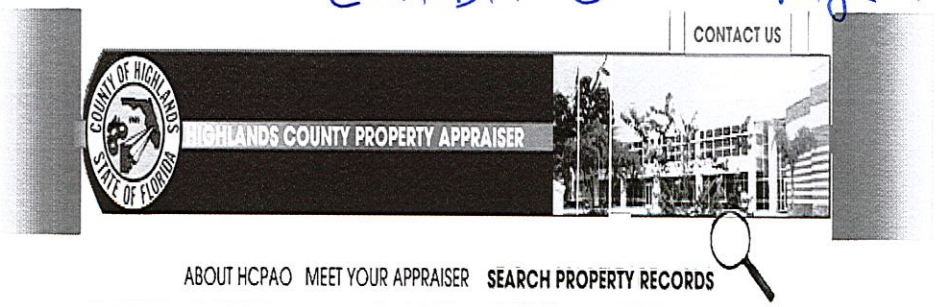
Total Building Value	$0
Total OB/XF Value	$0
Total Land Value	$25,080
Total Land Value - Agri.	$0
Income	NA
Total Classified Use Value	$0
Total Just Value	$25,080

TAXABLE VALUE SUMMARY

Total Assessed Value	$25,080
Total Exemptions	$0
Total Taxable Value	$25,080

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

EXHIBIT-B PAGE-4



PREVIOUS ACCOUNT NEXT ACCOUNT

C-07-34-29-A00-0020-0000
40 County Southwest Water

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

Owners
Name 1 :**BEN HILL GRIFFIN INC**
Name 2 :

MAILING ADDRESS
Addr 1 : **700 SCENIC HWY**
Addr 2 :
City : **FROSTPROOF**
State : **FL**
Country:
Zip : **33843**

DOR Code : 66
CLICK FOR CODE DESCRIPTION

Neighborhood Code: 440.00
RURAL TRACTS IN 34/29

Map Id : **67C**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE FOR THIS PARCEL.

SITE ADDRESS
2015 E CLARADGE AVE
AVON PARK , FL 33825

Legal Description
FRAC NW 1/4 OF NW 1/4
N OF RR + N 1/2 OF NE 1/4
OF NW 1/4 LYING N OF SAL
RR R/W + LESS LAKEMONT SUB
7-34-29/2
11.63 ACRES

VIEW GIS MAP

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

VALUE SUMMARY

Total Building Value	$0
Total OB/XF Value	$100
Total Land Value	$59,716
Total Land Value - Agri.	$39,758
Income	NA
Total Classified Use Value	$39,858
Total Just Value	$59,816

TAXABLE VALUE SUMMARY

Total Assessed Value	$39,858
Total Exemptions	$0
Total Taxable Value	$39,858

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

SALES HISTORY

EXHIBIT-B PAGE-5

PREVIOUS ACCOUNT NEXT ACCOUNT

C-07-34-29-020-00C0-0060
40 County Southwest Water

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

Owners
Name 1 :**BEN HILL GRIFFIN INC**
Name 2 :

MAILING ADDRESS
Addr 1 : **700 SCENIC HWY**
Addr 2 :
City : **FROSTPROOF**
State : **FL**
Country:
Zip : **33843**

DOR Code : 66
CLICK FOR CODE DESCRIPTION

Neighborhood Code: 440.00
RURAL TRACTS IN 34/29

Map Id : **67C**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE FOR THIS PARCEL.

SITE ADDRESS
2840 MARTEN RD
SEBRING , FL 33872-

Legal Description
LAKEMONT ESTATES SUB
PB 2 PG 128
PORTIONS OF LOTS 3-4-5 +
ALL LOTS 6 TO 23 INC
BLK C +
LOTS 1 TO 15 INC + PORTION
OF LOT 42 + ALL LOTS 43
TO 49 INC BLK D +
LOTS 16 TO 53 INC BLK E
PER OR 632-PG 33
+ VACATED RDS
6.82 ACRES

VIEW GIS MAP

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

VALUE SUMMARY

Total Building Value	$0
Total OB/XF Value	$0
Total Land Value	$24,450
Total Land Value - Agri.	$16,293
Income	NA
Total Classified Use Value	$16,293
Total Just Value	$24,450

TAXABLE VALUE SUMMARY

Total Assessed Value	$16,293
Total Exemptions	$0
Total Taxable Value	$16,293

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

SALES HISTORY

EXHIBIT-C

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 11th Aug, 2014, by and between BEN HILL GRIFFIN INC, a Florida corporation, whose business address is P O BOX 127, FROSTPROOF, FL 33843, for themselves and their successors and assigns (hereinafter collectively referred to as "Owner"), and the **City of Avon Park**, a municipal corporation, whose business address is 110 East Main Street, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

PURPOSE & INTENT

A. Owner is desirous of developing Owner's property described on **Exhibit "A"** attached hereto and made a part hereof (the "Property") someday in the future, and obtaining water service from the City when the Property is developed.

B. City is willing to provide such water service in the manner described herein, but in exchange requires that the annexation of the Property be performed as soon as legally possible.

AGREEMENT

OWNER and CITY therefore agree as follows:

1. Purpose & Intent and Exhibits Are Part of Agreement. The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement and statements therein are hereby deemed a part of this Agreement.

2. Agreements between the Parties as to Annexation. Owner irrevocably agrees to voluntarily annex the Property within the City. City agrees to annex the Property.

3. Agreements as to Extension of Water Service.

   a. The City agrees to perform or contract for all professional engineering services for design and FDEP permitting necessary to extend:

      i. A water main of 8" in diameter with an estimated length of 7,700 feet in length, aligned along the proposed easements, or dedicated public right of way as illustrated on Exhibit-B.

   b. The City will permit and construct the above described project (the "Utility Project") within 48 months of the execution of this Agreement.

4. Commencement of City Duties. The City's obligation to perform its duties regarding the Utility Project will be initiated upon annexation, and completed within a 48 month period.

5. Zoning change during the Annexation Process. As part of the annexation process, and at no cost to the Owner, the City and Owner will jointly initiate the rezoning of the property.

6. Dedication of Easement. Owner will provide the City with an easement 25 ft wide by 7,800 ft long for the purposes of installing utilities. The City shall not remove any citrus trees within the easement area. The City shall make any needed irrigation repairs within 24 hours or sooner. The approximate area is shown in Exhibit-B. The easement may be utilized by the owner to meet the City's Land Development regulations setbacks.

7. Laws of Florida to Govern; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

8. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

9. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement 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 Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

10. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Owner and City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by the party to be bound thereby.

11. Conflict With Laws. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

12. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent owners of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof.

13. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

IN WITNESS WHEREOF, Owner and City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

[*signatures on attached pages*]

OWNER

Signed, sealed and delivered before these witnesses: Gene Mooney (Signed) Gene Mooney (Printed) Donna H. Respress (Signed) Donna H. Respress (Printed)		BEN HILL GRIFFIN INC By: B.H. Griffin III Chief Executive Officer

State of Florida
County of ~~Highlands~~ Polk

This instrument was acknowledged before me this August 14, 2012 by B.H. Griffin III as ~~president~~ CEO of BEN HILL GRIFFIN INC, a Florida corporation. ~~She~~ [ ] He is personally known to me or [ ] produced a driver's license as identification.

DONNA H. RESPRESS
Notary Public - State of Florida
My Comm. Expires Oct 26, 2017
Commission # FF 064996

Donna H. Respress
Notary Public
Print Name: Donna H. Respress
My Commission Expires: Oct. 26, 2017

CITY OF AVON PARK

[SEAL] ATTEST: _____ Maria Sutherland, City Clerk APPROVED AS TO FORM: _____ Gerald T. Buhr, City Attorney		**CITY OF AVON PARK, FLORIDA,** By: Brenda Giles ~~Sharon Schuler, Mayor~~ Brenda Giles, Deputy Mayor

F12

ORDINANCE 26-14

AN ORDINANCE TO ANNEX APPROXIMATELY 19 ACRES OF LAND OWNED BY RED WATER INVESTMENTS LLC, LOCATED AT 1800 E CLARADGE AVE, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, RED WATER INVESTMENTS LLC., is the owner as shown by the legal description attached hereto as Exhibit "B"; and

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

WHEREAS, the City has an Annexation Agreement signed by John T. Heston, attached hereto and incorporated herein as Exhibit "C"; and

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

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

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

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

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

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

INTRODUCED AND PASSED on First Reading the 27TH day of OCTOBER, 2014.

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

CITY OF AVON PARK, FLORIDA

_____
Sharon Schuler, Mayor

ATTEST:

_____
Maria Sutherland, Adm. Services Director & City Clerk

Approved as to form:

_____
Gerald T. Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 26-14

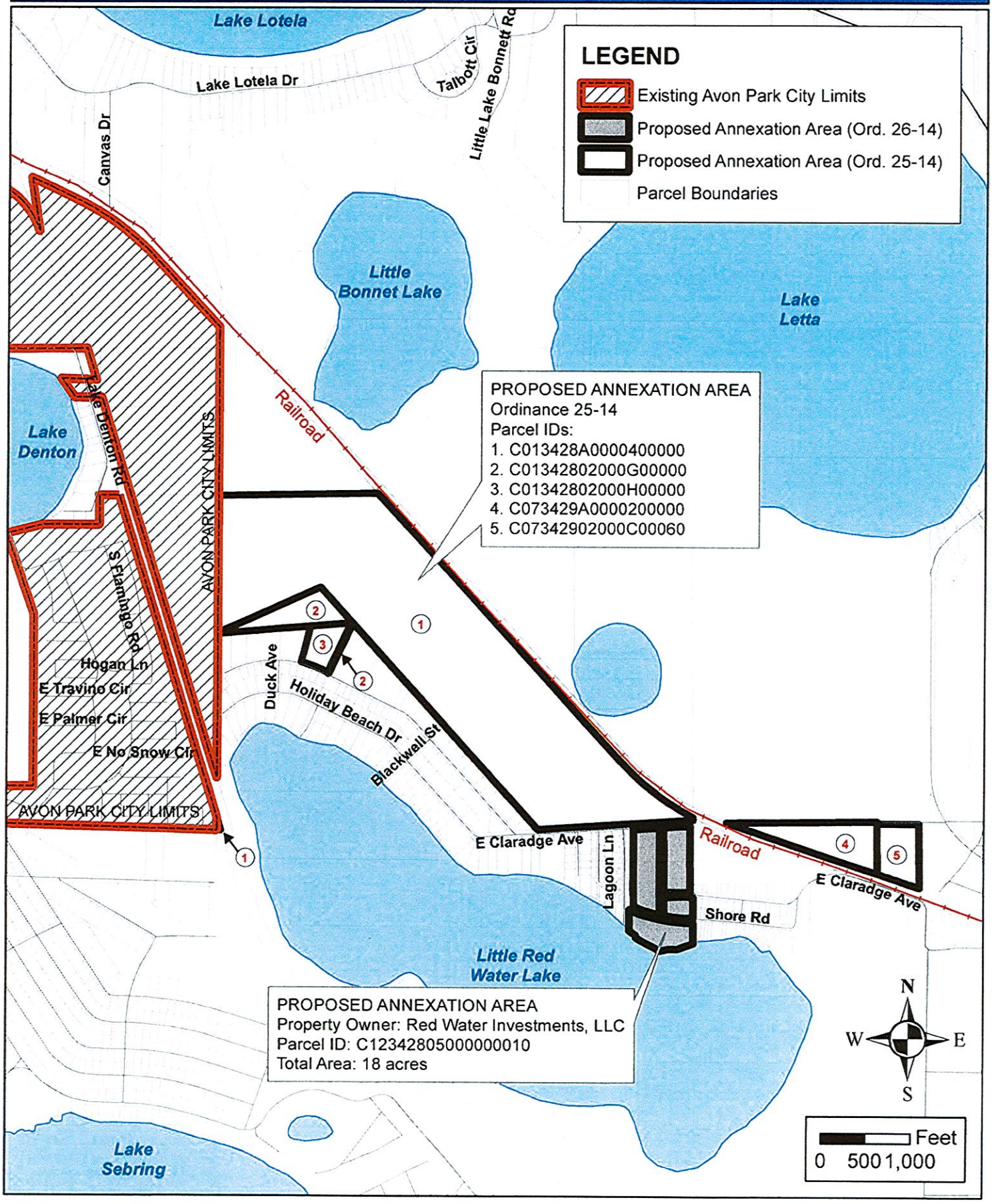


EXHIBIT - B

PREVIOUS ACCOUNT NEXT ACCOUNT

C-12-34-28-050-0000-0010
40 County Southwest Water

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

Owners
Name 1 :**RED WATER INVESTMENTS LLC**
Name 2 :

MAILING ADDRESS
Addr 1 : **317 TULANE CIRCLE**
Addr 2 :
City : **AVON PARK**
State : **FL**
Country:
Zip : **33825**

DOR Code : 58
CLICK FOR CODE DESCRIPTION

Neighborhood Code: 2022.00
LITTLE RED WATER AREA

Map Id : **46D**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE FOR THIS PARCEL.

SITE ADDRESS
1800 E CLARADGE AVE
AVON PARK , FL 33825

Legal Description
LITTLE RED WATER SHORES
PB 7-PG 17
LOTS 1 TO 43 INC +
CLOSED PARK DR
PER OR 978-641

VIEW GIS MAP

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

VALUE SUMMARY

Total Building Value	$0
Total OB/XF Value	$0
Total Land Value	$11,698
Total Land Value - Agri.	$5,086
Income	NA
Total Classified Use Value	$5,086
Total Just Value	$11,698

TAXABLE VALUE SUMMARY

Total Assessed Value	$5,086
Total Exemptions	$0
Total Taxable Value	$5,086

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

SALES HISTORY

Off. Record Book	Off. Record Page	Date Month	Date Year	Type Inst	Qualified or Unqualified	Vacant or Improved	Reason Code	Sales Price

EXHIBIT-C

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this October 27, 2014, by and between RED WATER INVESTMENTS LLC, a Florida corporation, whose business address is 317 TULANE CIRCLE, AVON PARK, FL 33825 for themselves and their successors and assigns (hereinafter collectively referred to as "Owner"), and the **City of Avon Park**, a municipal corporation, whose business address is 110 East Main Street, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

PURPOSE & INTENT

A. Owner is desirous of developing Owner's property described on **Exhibit "A"** attached hereto and made a part hereof (the "Property") someday in the future, and obtaining water service from the City when the Property is developed.

AGREEMENT

OWNER and CITY therefore agree as follows:

1. Zoning change during the Annexation Process. At no cost to the Owner, the City and Owner will jointly initiate the rezoning of the property.

2. Laws of Florida to Govern; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

3. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

4. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement 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 Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

5. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Owner and City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by the party to be bound thereby.

6. Conflict With Laws. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

7. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent owners of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof.

8. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

IN WITNESS WHEREOF, Owner and City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

[*signatures on attached pages*]

OWNER

Signed, sealed and delivered before these witnesses:

(Signed)

(Printed)

(Signed)

(Printed)

RED WATER INVESTMENTS LLC

By: _____
President

State of Florida
County of Highlands

This instrument was acknowledged before me this October 13, 2014, by Terry Heston, as president of RED WATER INVESTMENTS LLC, a Florida corporation. She [He] is personally known to me or [ ] produced a driver's license as identification.

MARIA T SUTHERLAND
Commission # FF 120250
Expires May 6, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Print Name: Maria T. Sutherland
My Commission Expires: May 6, 2018

CITY OF AVON PARK

[SEAL]

CITY OF AVON PARK, FLORIDA,

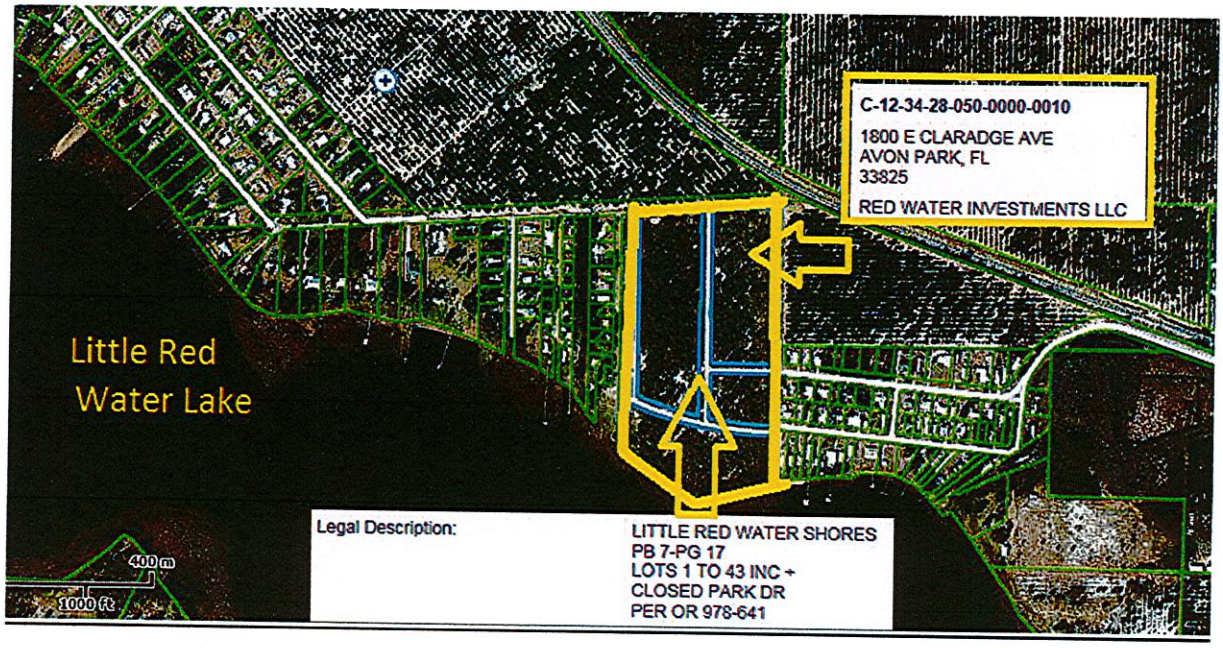
ATTEST: _____
Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS
TO FORM: _____
Gerald T. Buhr, City Attorney

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY TO BE ANNEXED



ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this October 27, 2014, by and between RED WATER INVESTMENTS LLC, a Florida corporation, whose business address is 317 TULANE CIRCLE, AVON PARK, FL 33825 for themselves and their successors and assigns (hereinafter collectively referred to as "Owner"), and the **City of Avon Park**, a municipal corporation, whose business address is 110 East Main Street, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

PURPOSE & INTENT

A. Owner is desirous of developing Owner's property described on **Exhibit "A"** attached hereto and made a part hereof (the "Property") someday in the future, and obtaining water service from the City when the Property is developed.

AGREEMENT

OWNER and CITY therefore agree as follows:

1. Zoning change during the Annexation Process. At no cost to the Owner, the City and Owner will jointly initiate the rezoning of the property.

2. Laws of Florida to Govern; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

3. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

4. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement 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 Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

5. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Owner and City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by the party to be bound thereby.

6. Conflict With Laws. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

7. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent owners of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof.

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IN WITNESS WHEREOF, Owner and City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

[*signatures on attached pages*]

OWNER

Signed, sealed and delivered before these witnesses: _____ (Signed) _____ (Printed) _____ (Signed) _____ (Printed)		RED WATER INVESTMENTS LLC By:_____ President

State of Florida
County of Highlands

This instrument was acknowledged before me this _____, 2014, by _____, as president of RED WATER INVESTMENTS LLC, a Florida corporation. She [ ] is personally known to me or [ ] produced a driver's license as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

CITY OF AVON PARK

[SEAL]

ATTEST:_____
Maria Sutherland, City Clerk

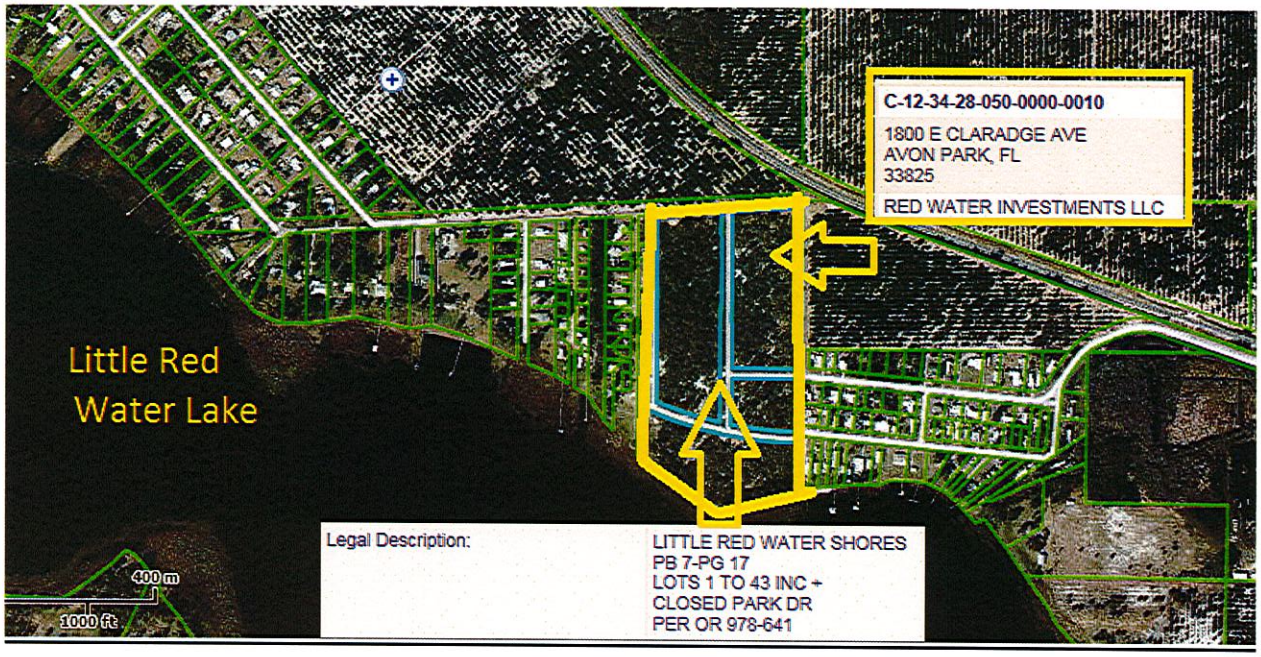
APPROVED AS
TO FORM: _____
Gerald T. Buhr, City Attorney

CITY OF AVON PARK, FLORIDA,

By: _____
Sharon Schuler, Mayor

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY TO BE ANNEXED



F13

ORDINANCE 27-14

AN ORDINANCE TO ANNEX APPROXIMATELY 1.5 ACRES OF LAND OWNED BY SUTHERLAND C P + MARIA TERESA, LOCATED AT 845 LAKE LOTELA DR, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, SUTHERLAND C P + MARIA TERESA, is the owner as shown by the legal description attached hereto as Exhibit "B"; and

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

WHEREAS, the City has an Annexation Agreement signed by SUTHERLAND C P + MARIA TERESA, attached hereto and incorporated herein as Exhibit "C"; and

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

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

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

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

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

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

INTRODUCED AND PASSED on First Reading the 27TH day of OCTOBER, 2014.

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

CITY OF AVON PARK, FLORIDA

_____
Sharon Schuler, Mayor

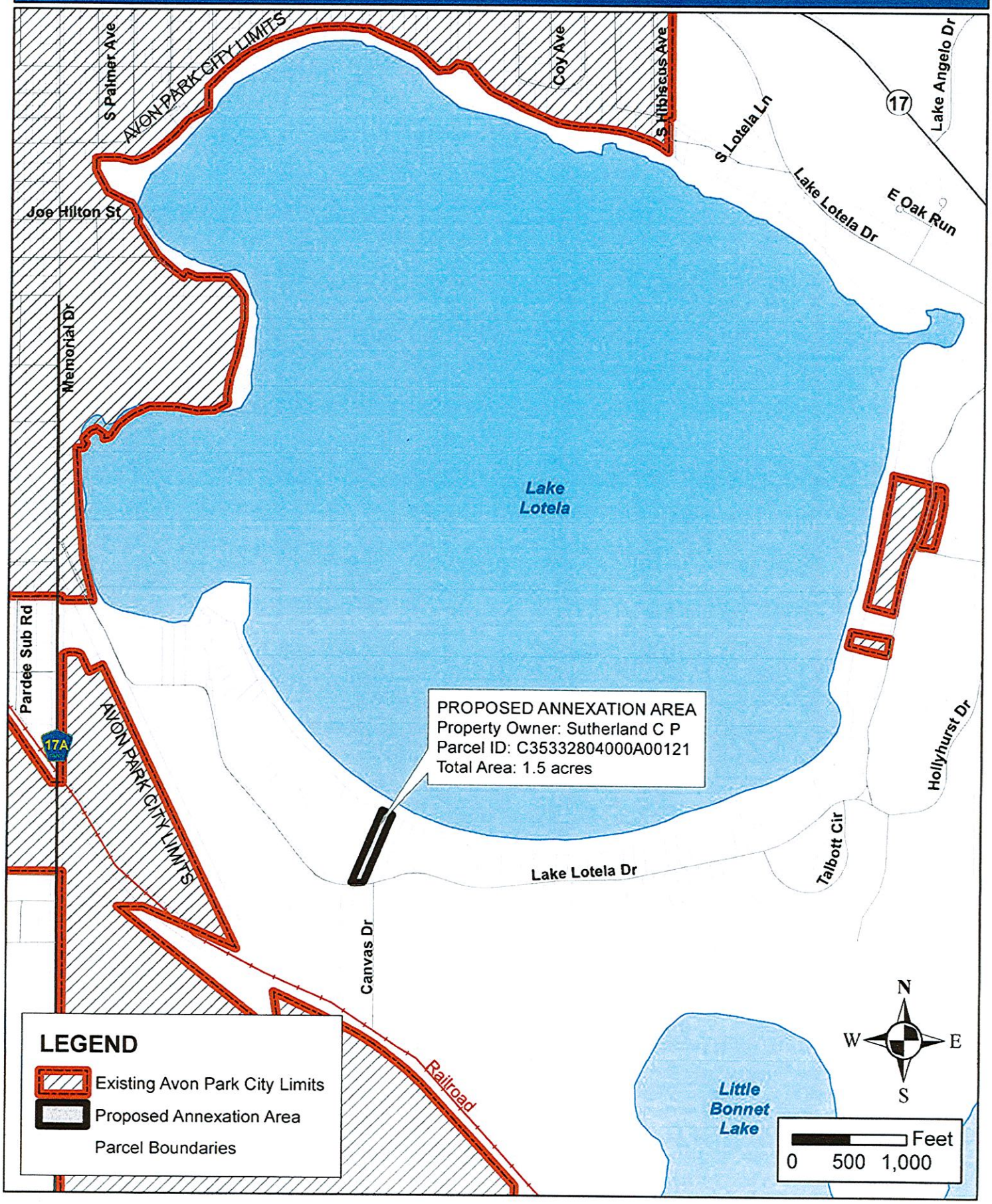
ATTEST:

_____
Maria Sutherland, Adm. Services Director & City Clerk

Approved as to form:

_____
Gerald T. Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park
Annexation Ordinance 27-14



PREVIOUS ACCOUNT NEXT ACCOUNT

C-35-33-28-040-00A0-0121

40 County Southwest Water

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

Owners
Name 1 :**SUTHERLAND C P + MARIA TERESA**
Name 2 :

MAILING ADDRESS
Addr 1 : **900 W MAIN ST**
Addr 2 :
City : **AVON PARK**
State : **FL**
Country:
Zip : **33825**

DOR Code : 07
CLICK FOR CODE DESCRIPTION

Neighborhood Code: 3031.00
LAKE LOTELA E S

Map Id : **45C**
CLICK TO DOWNLOAD
*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE FOR THIS PARCEL.

SITE ADDRESS
845 LAKE LOTELA DR
AVON PARK , FL 33825

Legal Description
HOLLY SHORE SUB
PER PB 2-PG 145
E 100 FT OF LOT 12
BLK A

VIEW GIS MAP

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

VALUE SUMMARY

Total Building Value	$6,000
Total OB/XF Value	$1,989
Total Land Value	$89,600
Total Land Value - Agri.	$0
Income	NA
Total Classified Use Value	$0
Total Just Value	$97,589

TAXABLE VALUE SUMMARY

Total Assessed Value	$97,589
Total Exemptions	$0
Total Taxable Value	$97,589

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

CITY OF AVON PARK, FLORIDA

Notice is given that the City of Avon Park, Florida, will consider approval of an annexation, and public hearing of property pursuant to Ordinance No. 27-14 at the regular City Council meeting scheduled for 10/27/2014, and 11/10/2014, at the Council Chambers, 123 E. Pine Street., Avon Park, Florida, starting at 6:00 PM. The property to be annexed is owned by SUTHERLAND C P + MARIA TERESA., approximately 1.5 acres of contiguous parcels as shown on the following map. The Property is located approximately 2,700 ft East of Memorial, located on the South shore of Lake Lotela, located at 845 Lake Lotela Drive, Avon Park as shown on the drawing below.

ORDINANCE 27-14

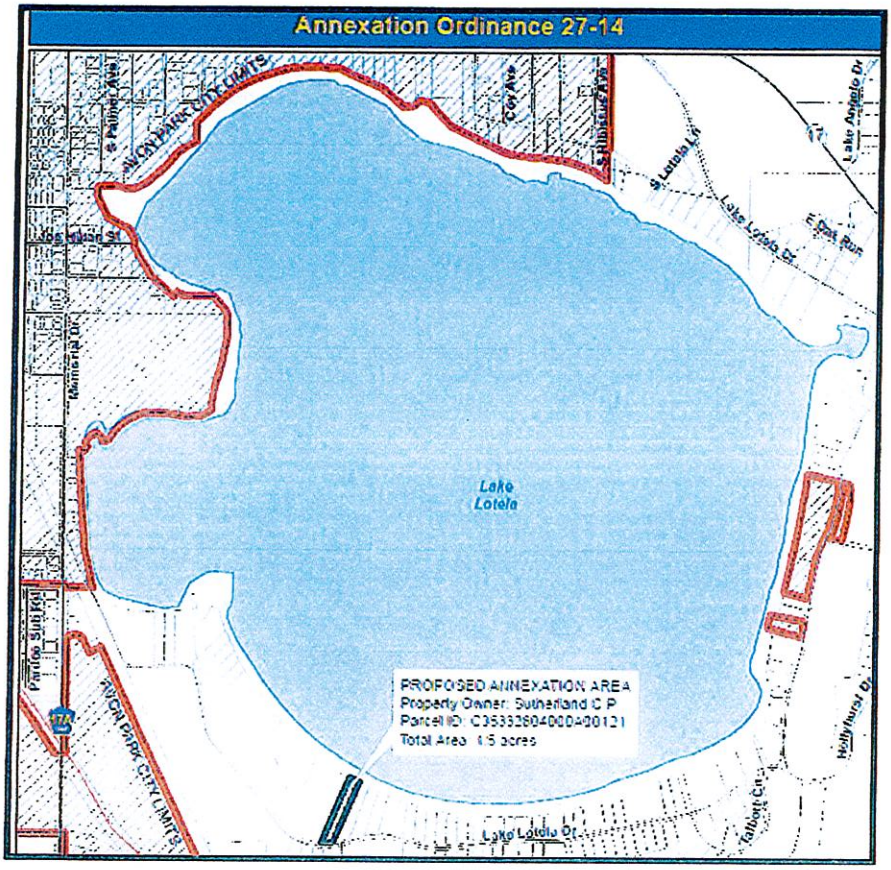
AN ORDINANCE TO ANNEX APPROXIMATELY 1.5 ACRES OF LAND OWNED BY SUTHERLAND C P + MARIA TERESA, LOCATED AT 845 LAKE LOTELA DR, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.

10/13/14

June

Notice is provided in accordance with FSS 171.

Thanks Jordan



Interested persons can appear and be heard on this Ordinance at the Council Meeting by attending the meeting and signing the request form. Copies of background materials, the complete proposed ordinance and a description of the property by metes and bounds may be reviewed or obtained at the office of the City Clerk, M-F, 8:30 to 5:00 PM.

If a person decides to appeal any decision made by the Board with respect to any matter discussed at any meeting or hearing, he will need a record of the proceedings for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is based, per Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting should contact the City Clerk with the request at (863) 452-4403.

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Utility Billing Department
Savitri Latchmansingh
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825
(863) 452-4403

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 13 day of October, 2014, by Parke Sutherland and Macie Sutherland, whose address is 845 Lake Lotela Dr. Avon Park FL 33825, and his/her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

SITE ADDRESS	Legal Description	
845 LAKE LOTELA DR AVON PARK , FL 33825	HOLLY SHORE SUB PER PB 2 PG 145	E 100 FT OF LOT 12 BLK A

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

(Signed)

JOY GARRISON
(Printed)

(Signed)

MANITA ENGLISH
(Printed)

OWNER:

By: C. PARKE SUTHERLAND

OWNER:

By: Maria T. Sutherland

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 9 day of October, 2014, before me, an officer duly qualified to take acknowledgments, personally appeared C. PARKE Sutherland He is known to me know or who produced as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

JOY GARRISON
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 850531

Notary Public, State of Florida
Signature:
Printed name:
Commission No. My Commission Expires:

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 13th day of October 20 14, before me, an officer duly qualified to take acknowledgments, personally appeared Maria Sutherland He is known to me know or who produced as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

ALLISON JACOBS
NOTARY PUBLIC STATE OF FLORIDA
My comm. exp. April 16, 2018
Comm. No. FF 109976

(Seal)

Notary Public, State of Florida
Signature:
Printed name: Allison Jacobs
Commission No. FF109976 My Commission Expires: 4/16/18

F 14

City of Avon Park
BUDGET ADJUSTMENT

Budget Adjustment #_____ GMBA Batch _____

DATE: 09/30/2014

*Use round dollars only - No decimals

Account Number	Description	Amt. To Increase	Amt. To Decrease
401-0751-535.43-10	UTILITY SERVICES / ELECTRICITY	7,000	
401-0751-535.62-05	BUILDINGS / PURCHASE OF BANYAN WOODS	22,000	
401-0801-536.71-15	PRINCIPAL / STATE REVOLVING LOAN - DW	280,000	
401-0801-536.63-66	IMPROVEMENTS / FDEP GRANT WATER EXT.		$ 309,000

Explanation of adjustment:

Budget balancing and realignment FOR YEAR END CLOSE OUT

Department Head Signature — Date 11-4-14

Finance Director Approval — Date 11/4/2014

City Manager's Approval — Date

CITY COUNCIL APPROVAL REQUIRED: Yes X No

Mayor's Approval — Date

Allison Jacobs

From: Julian Deleon
Sent: Friday, October 31, 2014 12:22 PM
To: Allison Jacobs
Subject: City Council last Year Budget adjustment

Please prepare the needed form, it requires City Council approval to close out last year:

		DECREASE
401-0801-536.63-66	IMPROVEMENTS / FDEP GRANT WATER EXT.	309,000.00

		INCREASE
401-0751-535.43-10	UTILITY SERVICES / ELECTRICITY	7,000
401-0751-535.62-05	BUILDINGS / PURCHASE OF BANYAN WOODS	22,000
401-0801-536.71-15	PRINCIPAL / STATE REVOLVING LOAN - DW	280,000
		309,000

Julian Deleon
City Manager
City of Avon Park
www.avonpark.cc
Cell 863-443-4884

City of Avon Park
BUDGET ADJUSTMENT

Budget Adjustment #_____ GMBA Batch _____

DATE: 09/30/2014

*Use round dollars only - No decimals

Account Number	Description	Amt. To Increase	Amt. To Decrease
001-0351-522.34-10	OTHER CONTRACTUAL SERVICE / FIRE ASSESSMENT CONSULT	$ 22,000	
001-0501-541.34-00	STREET DEPARTMENT / OTHER CONTRACTUAL SERVICE		$ 22,000

Explanation of adjustment:

Close out year end

_____ _____
Department Head Signature Date

_____ _____
Finance Director Approval Date

_____ _____
City Manager's Approval Date

CITY COUNCIL APPROVAL REQUIRED: Yes X No

_____ _____
Mayor's Approval Date

Allison Jacobs

From: Julian Deleon
Sent: Sunday, November 02, 2014 11:52 AM
To: Allison Jacobs
Subject: City Council Budget adjustment for last year

Allison,

Please prepare this to close out last year, it needs City Council approval:

DECREASE

001-0501-541.34-00	STREET DEPARTMENT / OTHER CONTRACTUAL SERVICE	22,000

Increase

001-0351-522.34-10	OTHER CONTRACTUAL SERVICE / FIRE ASSESSMENT CONSULT	22,000	

Julian Deleon
City Manager
City of Avon Park
www.avonpark.cc
Cell 863-443-4884

F 13

2015

JANUARY

S	M	T	W	T	F	S
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18	19	20	21	22	23	24
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FEBRUARY

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MARCH

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29	30	31				

APRIL

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19	20	21	22	23	24	25
26	27	28	29	30		

MAY

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31						

JUNE

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28	29	30				

JULY

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AUGUST

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23	24	25	26	27	28	29
30	31					

SEPTEMBER

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

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15	16	17	18	19	20	21
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29	30					

DECEMBER

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

HOLIDAYS OBSERVED

JANUARY 1
NEW YEAR'S DAY

JANUARY 19
MARTIN LUTHER KING JR'S BIRTHDAY

APRIL 3
GOOD FRIDAY

MAY 25
MEMORIAL DAY

JULY 3
INDEPENDENCE DAY (Observed)

SEPTEMBER 7
LABOR DAY

NOVEMBER 11
VETERANS DAY

NOVEMBER 26
THANKSGIVING DAY

NOVEMBER 27
DAY AFTER THANKSGIVING

DECEMBER 24
CHRISTMAS EVE

DECEMBER 25
CHRISTMAS DAY

SECOND AND FOURTH MONDAY
COUNCIL MEETING

CITY OF AVON PARK
110 EAST MAIN STREET
AVON PARK, FL 33825
863-452-4400
www.avonpark.cc