Highlands County, Florida

CITY COUNCIL REGULAR MEETING

City Council Chamber
123 E Pine St
Avon Park, Fl
September 12th, 2016 6:00 PM
REVISION # 2

A. OPENING

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

B CITIZENS/OUTSIDE AGENCIES

4. First United Methodist Church – RV site parking for Nomads
5. Community Center Waiver for Candidate Forum

C. CONSENT AGENDA:

6. Approve Minutes of August 22, 2016 Regular Council Meeting.
7. Proclamation: Star Spangle Banner Day 9/14/2016
8. Proclamation: Constitution Week 9/17/2016 – 9/23/2016
9. Authorizing Administration to apply for a road closure permit for Oktoberfest
   Authorizing Alcohol consumption for the Oktoberfest event

D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

E ADMINISTRATIVE:

10. MOA Agreement Department of Economic Opportunity

11. Resolution 16-22 Tentative Millage Rate for 2016/2017
    Public Hearing

12. Resolution 16-23 Tentative Budget for 2016/2017
    Public Hearing

13. Ordinance 23-16 Budget Adoption for 2016/2017
    Public Hearing (First Reading)

14. HCA request to lease community center

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.

B-4

open hearts
open minds
open doors

The people of The United Methodist Church™

First United Methodist Church

200 SOUTH LAKE AVENUE
AVON PARK, FL 33825

Church (863) 453-3759

B.4

August 19, 2016

Mayor Schuler
110 E. Main Street
Avon Park, FL 33825

Dear Mayor Schuler:

The First United Methodist Church would like to request approval of four (4) RV's to park on site for a period starting January 26, 2017 through February 19, 2017.

We have submitted an application with the NOMADS organization again this year for help to do maintenance work on our buildings at that time. We will furnish utilities for them and sewer will dumped off site at an approved site.

Thank you for your consideration on this matter.

Sincerely,

Gary Byington

Gary Byington
Agent

B-5

From: Julian Deleon
Sent: Friday, September 09, 2016 6:29 PM
To: Bonnie Barwick
Cc: Sharon Schuler; Terry Heston; Parke Sutherland; Brenda Gray; Dora Smith
Subject: Fwd: Facilities question for candidate forum

Bonnie, please add the request below for the council's consideration.

Julian Deleon, City Manager
City of Avon Park
863-452-4403
Sent from my iPhone

Begin forwarded message:

> **From:** Romona Washington <romona.washington@newssun.com>
> **Date:** September 9, 2016 at 5:36:23 PM EDT
> **To:** Julian Deleon <JDeleon@avonpark.cc>
> **Subject: Re: Facilities question**
>
> Julian,
> Would it be too late to see if we can get the waiver on the Community Center? I have the University Center at SFSC on hold, but I'm a little concerned about the senior residents who might want to attend. What do you think?
> If it's too late, that's fine. I keep going back and forth in my mind over this ... on top of everything else going on here.
> R

Romona Washington
Publisher - Executive Editor
HIGHLANDS NEWS-SUN
YOUR HOMETOWN NEWSPAPER SINCE 1919
Highlands News-Sun
Highlands Sun
207 Circle Park Drive, Sebring FL 33870
T: 863-386-5634 F: 863-385-1954
romona.washington@newssun.com
www.newssun.com

C-6

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
August 22, 2016
6:00 PM

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

Members Absent: None

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

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

Mayor Sharon Schuler stated she would like to switch things around a little. She asked that the Resolution 16-21 be read and presented to Mr. Martin's Sister.
City Attorney Gerald Buhr read Resolution 16-21 into the record. Mayor Schuler presented Mr. Martin's sister with a framed copy of the resolution.
Motion by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Resolution 16-21 as read. Motion passed unanimously.

Motion by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve the consent agenda as presented. Motion passed unanimously.

Mayor Sharon Schuler then closed the regular meeting of the City Council at 6:05 to have a "Shade Meeting" regarding negotiations of collective bargaining agreement between the City and the IAFF Local 3132.

Council members, City Manager Deleon and Labor Attorney Brian Koji, left the room.

Mayor Sharon Schuler reopened the meeting at 6:45.

City Manager Deleon brought to the Council's attention item D-8 American Legion Suicide Prevention Awareness. He stated it was for information only, if anyone wanted to join the American Legion regarding this event, the phone number and all the information was listed in the packet.

Councilman Parke Sutherland stated that he had attended a RPAC meeting and there wasn't going to be any change at this time.

E-10 Ordinance 06-16A. 2nd Reading Public Hearing.

Motion by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Gray to approve Ordinance 06-16A as read. Motion passed unanimously.

E-11 Ordinance 20-16 2nd Reading Public Hearing.
City Attorney Gerald Buhr read the Title of Ordinance 20-16 into the record. Mayor Sharon Schuler opened the Public Hearing. Seeing no show of hands, Mayor Schuler closed the Public Hearing.
Motion by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Ordinance 20-16 as read. Motion passed unanimously.

E-12 Discussion of Small Engine Repair. Mr. Neal Smith, Owner of the small engine repair shop addressed the Council regarding his business at 307 W Main Street. There was discussion regarding that the work could be seen from the street, and the Council was concerned it would not be attractive to foot traffic. City Manager Julian Deleon gave his interpretation of the Code. City Attorney Gerald Buhr stated that if the code was to read repair inside only, then that is what it should say. He said he would research the code to make sure how it read. Main St. CRA Advisory Board Chairperson Gaylin Thomas stated that Mr. Smith should approach the Main Street CRA Advisory Board regarding a Façade Grant, to improve the appearance of the building. City Manager Deleon stated that businesses had to be turned down because of the code, and Mayor Schuler asked him to bring a list of the businesses that had been turned down to the next CRA meeting.

E-13: City Manager Julian Deleon addressed the Council regarding the purchase of 14 acres for utility transmission pipe line construction. He explained the savings by purchasing this land. The owner did not want to sell just an easement; they wanted to sell the land. City Attorney Gerald Buhr reminded City Manager Deleon that he would have to have an appraisal before he could sign a contract to purchase the land. City Manager Deleon said he would, but he wanted to have the Council's approval before moving forward on this. City Council Members all stated that they felt it would be a good idea with the savings.

E-14: City Manager Julian Deleon brought up the discussion of the budget. He stated that the Public Hearing for the Budget would be on September 12, 2016. He stated he had updated the budget to reflect the hiring of 2 full time people for the Street Dept. and 2 part time code enforcement officers. He stated that did not tap the reserves.

Paul Miller addressed the Council regarding the 5 mile restriction in hiring new fire fighters.

Tom Macklin addressed the Council regarding the Oath of Office and the Freedom of Speech.

Meeting adjourned at 7:58 PM

Recorded and transcribe by Interim City Clerk Bonnie Barwick

Attest Bonnie Barwick, Interim City Mayor Sharon Schuler

C 7

PROCLAMATION

Star Spangle Banner Day

Whereas, September 14, 2016 marks the two hundred and Fourth anniversary of the writing of the Star Spangle Banner

Whereas, it is fitting and proper to officially recognize this magnificent song and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 14, 2016 as Star Spangle Banner Day;

NOW, THEREFORE, I, Sharon Schuler, Mayor of the City of Avon Park, do hereby proclaim September 14th as

STAR SPANGLE BANNER DAY

In the City of Avon Park and ask our citizens to reaffirm the ideals of the Society of the Daughters of 1812

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of September 2016.

Sharon Schuler

Sharon Schuler, Mayor, City of Avon Park

C 8

C-6

Proclamation

CONSTITUTION WEEK

Whereas, on September 17, 1787, the Constitution of the United States was signed by 55 delegates to the Constitutional Convention in Philadelphia's Independence Hall; and

Whereas, the Constitution of the Untied States is the longest-lived written constitution of a government in the history of governments of the planet Earth; and

Whereas, the Congress, by joint resolution on August 2, 1956, requested President Eisenhower to proclaim the week beginning September 17 through September 23 of each year as "Constitution Week"; and

NOW, THEREFORE, I, Sharon Schuler, Mayor of the City of Avon Park, do hereby proclaim the week of September 17 through September 23, 2016 as

CONSTITUTION WEEK

In Avon Park and encourage all citizens to join in this proclamation.

Dated this12th day of September, 2016

Sharon Schuler

Sharon Schuler, Mayor

ATTEST:

C 9

avon park Chamber of Commerce

"Rooted in the Community, Growing Continued Success."

Annual Events Request
City of Avon Park
Attn: Julian DeLeon, City Manager
110 E Main Street
Avon Park, FL 33825

28 East Main Street
Avon Park, FL 33825
863-453-3350
members@theapcc.net
www.theapcc.net

August 18, 2016

Dear Julian and the Avon Park City Council

The Avon Park Chamber of Commerce would like to schedule the upcoming annual events planned for the 2016/17 event year. We are asking the City Council to consider granting the Avon Park Chamber of Commerce permission to hold the below listed annual events with the appropriate permits from the City and the FDOT to close Main Street for the Christmas Parade, and potentially for Christmas on Main and the Spring Festival. We would also request coordination with all law enforcement and public works that is needed for each community event.

Event	Date/Time	Special Needs (see attachment's for additional info)
Oktoberfest Application Attached	Oct. 8, 2016 7a-9p	Festival to be held at the Community Center property, in partnership with Union Church, the Avon Park Jaycee's, Heartland Cultural Alliance, the Historical Society, and the Public Library. We are requesting closure of Museum Way, public parking lots, and use of the Community Center (inside/outside) for the day long community event.
Christmas Parade Application Attached	Nov. 28, 2016 5p-10p	Parade start 7P with float line up beginning at 5:15 PM. We request the use of N. Anoka and the east-bound side of Main Street to use for line-up and the parade. FDOT permission to close Main Street (east-bound only) from Anoka to Delaney between the hours of 5:30 and 9:00 PM for the event.
Christmas on Main Application Pending	Dec. 5, 2016 5p-9p	We would like the City Councils thoughts on 3 venue options for this event. 1)The traditional location, with FDOT permits, in front of the Hotel Jacaranda 2) Donaldson Park, risers set up in the paved pavilion area with power access or 3) In front of the Community Center with access to the center for staging groups and light refreshments and snacks.

Springtime Festival Application Pending	Mar. 10-11, 17 3/10 6am - /11 6p	Due to multiple requests, this venue will also have 3 options. 1)Returning to Main Street with FDOT permits, 2) Donaldson Park usage, or 3) Closing Museum Way and holding the event the same as Oktoberfest.

I want to thank you in advance for your consideration of this request. I have attached the individual event applications and maps for the Oktoberfest and Christmas Parade for approval. Along with the insurance policy, listing the City of Avon Park as insured. The Christmas on Main and Spring Festival application will be submitted upon venue decision by the City Council.

Sincerely,

Melissa Finger
Executive Director

The Avon Park Chamber of Commerce is nestled right in the heart of Downtown Avon Park, across from the Historic Hotel Jacaranda. Established in 1904, The APCC is supported by our local businesses and provides many incentives for its members. A special thanks to our Vision, Mission, and Strategic Partners for their continued support of our local Chamber and Community. For more information about the APCC, visit our office or check us out on the web at www.TheAPCC.net.

avon park Chamber of Commerce
Est. 1904

OCTOBER 08 2019

10a - 8p

AVON PARK COMMUNITY CENTER
300 W MAIN STREET
WWW.THEAPCC.NET

BEER GARDEN
FOOD VENDORS
ARTS&CRAFTS
VENDORS
KIDS ACTIVITIES
MUSICAL
ENTERTAINMENT
LIBRARY ACTIVITIES
HISTORICAL FUN
PETER POWELL ROBERTS MUSEUM

OCTOBER FEST

HEARTLAND LIBRARY COOPERATIVE

DEPOT MUSEUM

THE DEPOT MUSEUM
A HISTORICAL SOCIETY OF AVON PARK
"Your Ticket to the Past"

HEARTLAND CULTURAL ALLIANCE

AVON PARK REDEVELOPMENT AGENCY

CITY OF AVON PARK

GOLD
$500

SILVER

BRONZE

City of Avon Park Event Planning Guide

Road closure Permit Application MUST be submitted at least 3 months in advance of the event.
State Road closure permits require DOT Road Closure Permit form.

Today's Date: 8/18/2016

Event Organizer/Sponsor: Avon Park Chamber of Commerce

Contact information: Melissa Finger, 863-453-3350

Location of Event: Avon Park Community Center/Museum Way

Date(s) 10/8/2016 Time(s) of Proposed Event: 10a-8p

Description of event: Oktoberfest/Fall Vendor and Community festival We are asking for use of the Community Center, inside and outside, and closure of Museum Way for activities, vendors and parking. We have partnered with the Public Library, The Historical Society, Jaycee's, and Heartland Cultural Alliance.

Will you be requesting City staff for any of the following (circle one):

Dumpster: No **Quantity**____

Garbage receptacles: Yes **Quantity 15**

Traffic Cones/ MOT: Yes **Quantity 50**

(This includes delivery, installation and pick-up of cones by City staff and charge of $20 per City "block". Weekend work may require additional charges.
Sponsor needs to stack cones at end of event

Police **Y** **N** **$100 per officer (minimum 4 hours)**

(Additional hours require prior approval with additional rates)

Road Closure **Yes** If yes, attach map of specific roads to be closed Will you require city water for your event? **No**

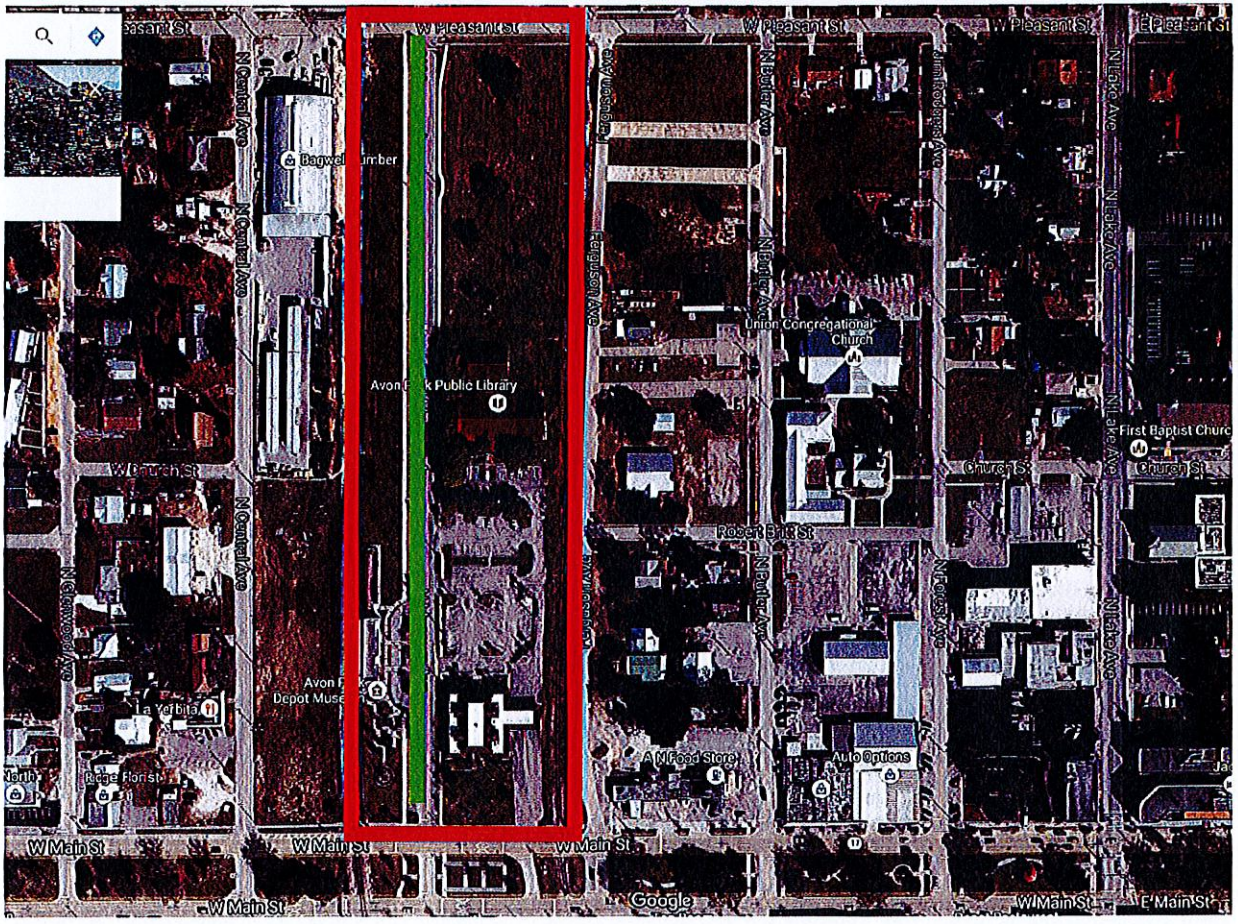
Will you require city electricity for your event? **Yes**

We are also requesting use of the Community Center for the day of this event.

Please provide copy of your event insurance. The City of Avon Park needs to be placed as "Additional Insured" on your policy for date of event and proof of insurance needs to be provided at least 2 weeks in advance of the event date.

Oktoberfest 2016

Presented by The Avon Park Chamber of Commerce



Indicates festival area to be used

Indicates street closure—Museum way from Main Street to Pleasant

apcc

avon park
Chamber of Commerce

2016 Christmas Parade

Monday, November 28, 2016

Business or Organization: _____

Contact Person: _____

Address: _____ **City/Zip:** _____

Phone: _____ **Email:** _____

Business/Organization Type: Club

Entry Fee: ☐ Non-profit $35 ☐ All others $45 ☐ Pick Your Spot (#5 and up) $100

Please remit application and payment to: The APCC, 28 E Main St., Avon Park, FL 33825 For questions, please call: 863-453-3350

Entry Type: Animals/Characters Entry Length: _____

○ Auto/Motercycles #_____ ○ Music/Band ○ Walkers/Dancers #_____ ○ Animals

Please describe your entry:

_____

_____

_____

_____

By signing this application, you acknowledge receipt of the Parade Rules, and agree to follow the rules as written. All entries will be assigned on a first come first serve bases with paid application fee.

*Pick your spot entries will be set as paid entries are received. Applicants will be notified at the time of application if a position number has already been requested.

_____ _____

Signature of Applicant Date

City of Avon Park Event Planning Guide

Road closure Permit Application MUST be submitted at least 3 months in advance of the event.
State Road closure permits require DOT Road Closure Permit form.

Today's Date: 8/18/2016

Event Organizer/Sponsor: Avon Park Chamber of Commerce

Contact information: Melissa Finger, 863-453-3350

Location of Event: Main Street, between Anoka and Delaney (Eastbound)

Date(s) 11/28/2016 Time(s) of Proposed Event: 5p-9p

Description of event: Annual Christmas Parade, with Anoka Ave for float staging. Line up begins at 5pm. Parade start at 7pm.

Will you be requesting City staff for any of the following (circle one):

Dumpster: No **Quantity**____

Garbage receptacles: Yes **Quantity 15**

Traffic Cones/ MOT: Yes **Quantity 50**

(This includes delivery, installation and pick-up of cones by City staff and charge of $20 per City "block". Weekend work may require additional charges.
Sponsor needs to stack cones at end of event

Police Y N **$100 per officer (minimum 4 hours)**

(Additional hours require prior approval with additional rates)

Road Closure Yes If yes, attach map of specific roads to be closed Will you require city water for your event? **No**

Will you require city electricity for your event? **No**

Please provide copy of your event insurance. The City of Avon Park needs to be placed as "Additional Insured" on your policy for date of event and proof of insurance needs to be provided at least 2 weeks in advance of the event date.

Date: 8/18/2016 Permit #: _____

Governmental Entity

Approving Local Government City of Avon Park Contact Person Julian DeLeon

Address 110 E Main St, Avon Park, FL 33825

Telephone 863-452-4411 Email jdeleon@avonpark.cc

Organization Requesting Special Event

Name of Organization Avon Park Chamber of Commerce Contact Person Melissa Finger

Address 28 East Main Street

Telephone 863-453-3350 Email director@theapcc.net

Description of Special Event

Event Title Annual Christmas Parade Date of Event 11/28/2016

Start Time 5pm End Time 9pm

Event Route (attach map) see map

Detour Route (attach map) see map

Law Enforcement Agency Responsible for Traffic Control

Name of Agency City of Avon Park

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable ☒

Copy of USCG Approval Letter Attached ☐

Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator Melissa Finger Signature _____ Date 8/18/2016

Law Enforcement
Name/Title Jason Lister, Public Safety Signature _____ Date _____

Government Official
Name/Title Julian Deleon, City Manager Signature _____ Date _____

FDOT Special Conditions

_____

_____

_____

apcc Christmas Parade

Indicates street closure and parade staging/route from Anoka Ave with route on Eastbound Main Street from Anoka Ave to Delaney.

DATE: 01/26/2016
TO: Eva Martinez
Sebring Insurance Agency
3019 US 27 N
Sebring, FL 33870

Agency Code: 99181

FROM: Sara Todd
(727)369-0232
STodd@hullco.com

Agency Fax: (863)402-0604

Insurance Binder

Insurance Terms:

Insured: Avon Park Chamber of Commerce

28 E Main Street , Avon Park, FL 33825

Policy #: 101GL0045325-00 **Renewal of Policy #:** GL4020714-01

Insurer: Non-Admitted
Colony Insurance Company
Hull & Company, Inc. is responsible for collecting and filing the Surplus Lines taxes.

Effective Date: 01/23/2016

Term of Policy Coverage: 01/23/2016 to 01/23/2017

Premium:

Premium:	$1,693.00
Policy Fee	$35.00
FL SL Tax(5%)	$86.40
Stamping Fee(0.175%)	$3.02
Total:	**$1,817.42**

Commission: 10 %
Minimum Earned Percent: 25.00 % **Minimum Earned Premium:** $ 423.25
Note: Policy fees are fully earned.
Policy Type: Occurrence

Locations:
28 E Main St, Avon Park, FL, 33825

Commercial General Liability
Please see attached

Endorsements/Exclusions: (include, but are not limited to, the following terms, conditions and exclusions.)
Please see attached

No Flat Cancellations
Policy Is NOT subject to Audit

Additional Interests

Additional Insured: South Florida Community College, 600 West College Drive, Avon Park, FL, 33825,
Additional Insured: City of Avon Park, 110 East Main Street, Avon Park, FL, 33825,

Special Provisions: (Include but are not limited to, the following terms, conditions and exclusions)

This binder is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the binder and to review with the insured the terms of the binder carefully, as the coverage, terms and conditions may be different than those you requested. Standard Company and/or ISO forms are applicable; terms conditions and exclusions include but are not limited to those attached. If changes or corrections are required, please notify our office in writing immediately. Changes may require carrier approval and will be issued by endorsement as your office is not granted binding authority.

This binder is effective from 01/23/2016 to 02/22/2016 12:01 a.m. The issued policy will supersede the binder. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

This is a premium bearing binder. The annual premium is due with your Hull & Company, Inc. statement, unless otherwise noted. Premium is annual minimum and deposit and auditable per adjustable rates outlined on attached worksheet or attached carrier documents.

This binder is issued on behalf of
Colony Insurance Company
(Non-Admitted).

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

If the retail agent issues a certificate of insurance or evidence of insurance it must be according to the terms of this binder and the insurance policy. Any request to change, endorse or modify the terms of this binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Hull & Company, Inc., Tampa Bay ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company/ies may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence.

Amanda Miller for Sara Todd
amanda.miller@hullco.com

Member Argo Group

St. Petersburg, FL 33716
www.hullco.com

Insurance Binder

Policy number 101 GL 0045325-00

Named Insured
Avon Park Chamber of Commerce
28 E Main St
Avon Park, FL, 33825

From 01/23/2016 **To** 01/23/2017

Binder Expiration Date: 02/22/2016

Carrier: Colony Insurance Company

AM Best Rating: A XII (A-12)

Minimum Earned 25%

Minimum and Deposit 100%

Commercial General Liability

General Aggregate Limit (Other Than Products/Completed Operations)	$2,000,000
Products Completed Operations Aggregate Limit	Included
Personal & Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Damage To Premises Rented To You Limit	$100,000 Any One Premises
Medical Expense Limit	$5,000 Any One Person

Deductible: $0 Per Claim. Applies to Combined BI & PD.

Classification	ClassCode	Premium Basis	Rate	Advance Premium
Parades - Including Products Completed Operations which are subject to the General Aggregate Limit	46590	1 (Parades)	450.00	$450.00
Social Gatherings and Meetings--on Premises Not Owned or Operated by the Insured--Other Than Not-For-Profit - Including Products Completed Operations which are subject to the General Aggregate Limit	48557	5 (Location)	208.66	$1,043.00
U156, Additional Insured - Owners, Lessees or Contractors	00020		Flat	$200.00 Fully Earned
			Subtotal	$1,693.00

Member Argo Group

St. Petersburg, FL 33716
www.hullco.com

Insurance Binder

Policy number 101 GL 0045325-00

Liquor Liability	NOT COVERED
Commercial Property	NOT COVERED
Commercial Crime	NOT COVERED
Commercial Inland Marine	NOT COVERED
Commercial Farm and Ranch	NOT COVERED
Owners and Contractors Protective	NOT COVERED
Certified Acts of Terrorism	NOT COVERED
Total Premium	$1,693.00
Policy Fee	$35.00
FL SL Tax	$86.40
Stamping Fee	$3.02
Grand Total	$1,817.42

Applicant: Avon Park Chamber of Commerce
Submission Number: 000000389243

This quote is subject to the following forms and endorsements:

NUMBER		TITLE
FORMS APPLICABLE	–	**POLICY COMMON FORMS**
PRIVACYNOTICE-0415		PRIVACY NOTICE
DCJ6550-1114		COMMON POLICY DECLARATIONS
U001-1004		SCHEDULE OF FORMS & ENDORSEMENTS
IL0017-1198		COMMON POLICY CONDITIONS
IL0021-0908		NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
ILP001-0104		U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
SIGCICFL-1013		SIGNATURE PAGE
U002-0904		MINIMUM POLICY PREMIUM
U094-0415		SERVICE OF SUIT
FORMS APPLICABLE	–	**TERRORISM**
UCG2175-0115		CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION
TRIANOTICEA-0115		POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
FORMS APPLICABLE	–	**ENERAL LIABILITY - COMMERCIAL**
DCJ6553CN-0713		CGL DECLARATIONS
CG0001-1207		COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0068-0509		RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
CG2149-0999		TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2167-1204		FUNGI OR BACTERIA EXCLUSION
CG2196-0305		SILICA OR SILICA-RELATED DUST EXCLUSION
U004-0510		MISCELLANEOUS EXCLUSIONS ENDORSEMENT
U006-0511		EXCLUSION - ASSAULT, BATTERY OR ASSAULT AND BATTERY
U031-0310		FIREWORKS, RIDES, MOTORSPORTS AND ANIMALS EXCLUSION
U048-0310		EMPLOYMENT RELATED PRACTICES EXCLUSION
U060-0413		EXCLUSION - FARMING
U087-0310		TOTAL LIQUOR LIABILITY EXCLUSION
U147-0310		WEAPONS EXCLUSION
U156-0310		ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
U159-0702		LIMITATION OF COVERAGE TO BUSINESS DESCRIPTION
U179-0702		MEMBERS EXCLUSION
U228-0707		FUNGI OR BACTERIA - CONTAMNATED FOOD EXCLUSION
U466-0212		EXCLUSION - LEAD
U467-0212		EXCLUSION - ASBESTOS
U730-0212		EXCLUSION - BENZENE
U924-1114		EXCLUSION - SYNTHETIC DRUG(S) OR SIMILAR DESIGNER DRUG(S)
U946-0815		EXCLUSION - PARTICIPANTS
FORMS APPLICABLE	–	**STATE SPECIFIC**
UIL0255-1214		FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

Schedule Of Events:	Approx Attendance:
X 1. Christmas Parade	3,000
X 2. Christmas on Main Street	2,000
3. Miss Avon Beauty Pageant	500
X 4. Springtime on the Mall Arts & Crafts Festival	3,000
5. Annual Banquet	500
X 6. Fall Festival	3,000

Signature of Authorized Representative

X_____

Date

E-10

MEMORANDUM OF AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

E 10

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by and between the State of Florida, Department of Economic Opportunity (DEO), and the City of Avon Park in Highlands County (City). DEO and the City are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

I. Background and Purpose of MOA

A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO), formerly the Rural Area of Critical Economic Concern (RACEC) designation.

B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida's economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical government services.

C. Florida's Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within DEO, and authorizes the participation of State and regional organizations in this initiative. Section 288.0656(7)(a), F.S., provides for the designation of up to three RAOs. RAOs are rural communities that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster, or an event that presents a unique economic development opportunity of regional impact.

D. Pursuant to section 288.0656(7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on February 19, 2016 and recommended the re-designation of the South Central region composed of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County as a rural area of opportunity. Governor Rick Scott signed Executive Order 16-150 which re-designated the area for another five-year term with an expiration date of June 27, 2021.

II. The Rural Economic Development Initiative (REDI)

A. REDI is a proactive, multi-agency effort responsible for coordinating and focusing efforts and resources of State and regional agencies on problems which affect the fiscal, economic, and community viability of Florida's economically distressed rural communities.

B. REDI works with local governments, community-based organizations, and private organizations on the growth and development of these communities to find ways to enhance the local economy and resolve issues while balancing local environmental and growth management needs.

C. Participating REDI representatives:
   1. must have comprehensive knowledge of their agencies' functions, both regulatory and service in nature, and of the State's economic goals, policies, and programs;
   2. act as the primary point of contact for their agencies on issues and projects relating to economically distressed rural communities;
   3. ensure prompt and effective response to problems arising with regard to rural issues;
   4. work closely with other REDI representatives in the identification of opportunities for preferential awards of program funds and allowances, and waiver of program requirements, when necessary, to encourage and facilitate long-term private capital investment and job creation;
   5. review and evaluate statutes and rules for adverse impact on rural communities and the development of alternative proposals to mitigate that impact;
   6. undertake outreach, capacity-building, and other advocacy efforts to improve conditions in rural communities;
   7. ensure each district office or facility of their agencies is informed about REDI;
   8. provide assistance throughout their agencies in the implementation of REDI activities;
   9. recognize counties and communities with RAO designations as eligible for a reduction or waiver of financial match of state grants and permit fees, as well as waivers of the criteria, requirements, or similar provisions of economic development incentives; and
   10. recognize designated RAOs are priority assignments for REDI, per section 288.0656(7)(a), F.S.

D. On a case-by-case basis, REDI may recommend to the Governor waivers of criteria, requirements or similar provisions of any economic development incentive. Such incentives shall include, but not be limited to:
   1. the Qualified Targeted Industry Tax Refund Program under section 288.106, F.S.,
   2. the Quick Response Training Program under section 288.047, F.S.,
   3. the WAGES Quick Response Training Program under section 288.047(8), F.S.,
   4. the Economic Development Transportation Fund under section 339.2821, F.S.,
   5. the Brownfield Bonus Tax Program under section 288.107, F.S., and

E. Section 288.0656(7)(c), F.S., states: "[e]ach rural area of opportunity may designate catalyst projects, provided that each catalyst project is specifically recommended by REDI, identified as a catalyst project by Enterprise Florida, Inc. [EFI], and confirmed as a catalyst project by the department [DEO]. All state agencies and departments shall use all available tools and resources to the extent permissible by law to promote the creation and development of each catalyst project and the development of catalyst sites."

F. REDI reviews the RAO designation and may recommend the designation of the area, counties, or municipalities be terminated or continued based upon performance under this MOA.

III. The Participating Community

A. Pursuant to section 288.0656(7)(b), F.S., and Executive Order 16-150, RAO designation shall be contingent upon the execution of a MOA between DEO and the governing bodies of the counties and the municipalities included within the area. Such MOAs shall specify the terms and conditions of the designations and the duties and responsibilities of the counties and municipalities.

B. The City agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued RAO designation.

C. The City shall:

1. designate a specific contact person from among City elected or appointed officials to serve as a point of contact in all matters and activities relating to the South Central RAO;

2. designate a specific person from a non-profit organization actively engaged in economic development within the City, to serve as the as single point of contact to represent and provide input on all economic development matters and activities relating to the South Central RAO, and to receive and process leads and referrals from EFI;

3. include contact information for designees on Exhibit A, attached hereto, (these designees may be the same designee to serve as the representative to other similar organizations); the City shall inform DEO in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change;

4. in order to help build knowledge

participate in at least two economic development training events offered by DEO, EFI, Florida Economic Development Council (FEDC), utility companies, and/or other state or national recognized economic development organizations during the term of this MOA; and

5. in order to facilitate the retention and expansion of existing businesses, as well as the recruitment of new businesses, ensure one or both of the designated representatives:
    a) work closely with the designated County point of contact to gather information on available buildings and sites for inclusion in statewide and regional databases, including but not limited to, those developed by EFI (www.enterpriseflorida.com/find-properties), Florida Power and Light, Duke Energy, or regional organizations, and
    b) work closely with the designated County point of contact to provide DEO with an overview and timeline of the City permitting process, plan approval and business licensing requirements within 180 days of the execution of this MOA.

IV. Implementation and Duration

A. Pursuant to Executive Order 16-150, the designation of the South Central RAO affecting the counties of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee, the cities of Belle Glade, Pahokee and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County, shall be in effect for five years and will expire on June 27, 2021.

B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.

C. This MOA shall take effect immediately upon full and proper execution by all Parties, and supersedes and replaces any and all previous such RACEC and RAO agreement(s) between the Parties.

D. This MOA shall expire on June 27, 2021, unless terminated earlier.

E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.

F. The City may terminate this MOA at any time upon written notice to DEO.

G. RAO designation is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed or if this MOA is terminated and another MOA is not timely and duly executed in its place.

V. EXECUTION

I have read the above MOA and the Exhibit thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the Exhibit hereto, the Parties have caused to be executed this MOA by their undersigned officials duly authorized.

CITY OF AVON PARK	**DEPARTMENT OF ECONOMIC OPPORTUNITY**
By _____ Signature	By _____ Signature
Title Sharon Schuler, Mayor	Title Taylor Teepell, Director, Division of Community Development
Date _____	Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

EXHIBIT A – DESIGNATED CONTACTS
City of Avon Park

Contact Information for an Elected or Appointed Official

Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____

Contact Information for One Person from a Non-Profit Organization Engaged in Economic Development

Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____

Please complete this page and return with the signed MOA. The City is required to inform DEO of any changes to this information within ten business days of a change.

E-11

Subject: First Public Hearing to Adopt the Tentative Millage Rate and Tentative Fiscal Year 2016/2017 Budget

Item No. E 11

Placed on Agenda by: **City Manager**

Total Amount of Project:

Staff Review: Yes

Attorney Review: **Yes**

Recommended Motion(s):

1. Motion to approve Resolution 16-22 setting the tentative millage at 0.30 cent per $1,000 in valuation.
2. Motion to approve Resolution 16-23 to adopt the tentative budget for FY 2016/2017 as proposed.
3. Motion to approve the first reading of Ordinance 23-16 as proposed to adopt the tentative budget.

Background:

The City's budget documents must follow strict time lines in the month of September.

We had a workshop, and engaged in agenda item discussions for most meetings in the months of July and August to formulate the tentative budget, each City department expenditures, and revenues were examined. Based on the Council's input, the budget has received several changes.

As provided by Florida Statute, we will have two public hearings to allow for public participation, and make any final changes needed. All of our budget documents are available on the City's web site Home-page: www.avonpark.cc

Below is a brief summary of the adoption documents (attached) for our budget meeting with public hearings:

1. Resolution 16-22 Tentative Millage Rate for 2016/2017
   Public Hearing

RESOLUTION NO. 16-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ADOPTING THE TENTATIVE MILLAGE RATE OF THE CITY OF AVON PARK FOR THE FISCAL YEAR 2016-2017; PROVIDING FOR PUBLIC HEARING AND ADVERTISING THE SAME AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES

WHEREAS, the City Council has computed a proposed millage rate necessary to fund the tentative budget, other than the portion of said budget to be funded from sources other than Ad Valorem taxes, to be $0.3000 per $1,000 valuation; and

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

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

Section 1. The tentative millage rate as computed by the City Council shall be $0.3000 mills per $1,000 for the fiscal year 2016-2017. The City's roll back rate is $0.3032 mills for fiscal year 2016-2017. The $0.3000 millage rate is a decrease of 1.06 percent to the rolled-back rate.

Section 2. As required by Section 200.065, Florida Statutes, the City Clerk is directed to advertise the City's intent, to finally adopt a millage rate in the Highlands News Sun, a newspaper of general circulation in Highlands County, in the manner and form provided by law, and that a public hearing will be held on September 26th, 2016, at 6:00 p.m. in the City Council Chambers located at 123 East Pine Street, Avon Park, FL 33825, for the purpose of hearing comments regarding the tentative millage rate.

Section 3. This resolution shall be effective immediately upon passage.

Adopted by the City Council on September 12, 2016.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Bonnie Barwick, Interim City Clerk

Approved as to Form:

Gerald T. Buhr, City Attorney

BUDGET SUMMARY

City of Avon Park - Fiscal Year October 1, 2016 to September 30, 2017

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF AVON PARK ARE 4.5% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES

The Ad Valorem millage rate is $0.3000 per $1,000

0.3000 0.0000	GENERAL FUND	INFRA-STRUCTURE FUND	CDBG GRANT FUND	WATER & SEWER FUND	AIRPORT FUND	SOLID WASTE FUND	MAIN ST. CRA FUND	SOUTH CRA FUND	AIRPORT CRA FUND
JES:									
Millage per $1,000									
0.3000	$ 76,372	$ -	$ -	$ -	$ -	$ -	$ 103,710	$ 19,713	$ 21,726
	1,499,500	930,000	-	-	-	-	-	-	-
	601,000	-	-	-	-	-	-	-	-
	1,300	-	-	-	-	-	-	-	-
	382,314	-	-	-	-	-	-	-	-
	9,245	-	-	4,981,500	453,000	1,363,500	-	-	-
	750,000	300,000	750,000	-	2,480,000	-	-	-	-
venue	872,894	-	-	-	-	-	-	-	-
	22,000	-	-	-	-	-	-	-	-
	931,067	-	-	-	100,000	16,911	3,639	692	741
	67,700	-	-	2,000	-	-	-	-	-
ND OTHER S	**5,213,392**	**1,230,000**	**750,000**	**4,983,500**	**3,033,000**	**1,380,411**	**107,349**	**20,405**	**22,467**
ces/Reserves	2,750,000	2,360,000	-	4,970,000	-	1,210,000	150,000	50,000	160,000
THER FINANCING ES/RESERVES	**7,963,392**	**3,590,000**	**750,000**	**9,953,500**	**3,033,000**	**2,590,411**	**257,349**	**70,405**	**182,467**
cial	413,388	-	-	-	-	-	-	-	-
	212,100	80,000	-	-	-	-	-	-	-
	3,107,223	670,000	-	-	-	-	-	-	-
	-	-	-	6,664,649	2,964,367	1,230,411	-	-	-
	-	-	750,000	-	-	-	328,593	50,405	22,467
	1,018,823	696,610	-	-	-	-	-	-	-
	456,786	400,000	-	-	-	-	-	-	-
	5,072	-	-	690,000	68,633	150,000	39,345	-	100,000
S	**5,213,392**	**1,846,610**	**750,000**	**7,354,649**	**3,033,000**	**1,380,411**	**367,938**	**50,405**	**122,467**
s	2,750,000	1,743,390	-	2,598,851	-	1,210,000	(110,589)	20,000	60,000
D EXPENDITURES ERVES	**$ 7,963,392**	**$ 3,590,000**	**$ 750,000**	**$ 9,953,500**	**$ 3,033,000**	**$ 2,590,411**	**$ 257,349**	**$ 70,405**	**$ 182,467**

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

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CITY OF AVON PARK
NOTICE OF BUDGET HEARING

The City of Avon Park has tentatively adopted a budget for fiscal year October 1, 2016 to September 30, 2017. A public hearing to make a FINAL DECISION on the BUDGET AND TAXES will be held on:

September 26, 2016
at 6:00 PM
at
City Council Chambers
123 East Pine Street
Avon Park, Fl 33825

E-12

Subject: First Public Hearing to Adopt the Tentative Millage Rate and Tentative Fiscal Year 2016/2017 Budget

Item No. E 12

Placed on Agenda by: **City Manager**

Total Amount of Project:

Staff Review: Yes

Attorney Review: **Yes**

Recommended Motion(s):

1. Motion to approve Resolution 16-22 setting the tentative millage at 0.30 cent per $1,000 in valuation.
2. Motion to approve Resolution 16-23 to adopt the tentative budget for FY 2016/2017 as proposed.
3. Motion to approve the first reading of Ordinance 23-16 as proposed to adopt the tentative budget.

Background:

The City's budget documents must follow strict time lines in the month of September.

We had a workshop, and engaged in agenda item discussions for most meetings in the months of July and August to formulate the tentative budget, each City department expenditures, and revenues were examined. Based on the Council's input, the budget has received several changes.

As provided by Florida Statute, we will have two public hearings to allow for public participation, and make any final changes needed. All of our budget documents are available on the City's web site Home-page: www.avonpark.cc

Below is a brief summary of the adoption documents (attached) for our budget meeting with public hearings:

1. Resolution 16-22 Tentative Millage Rate for 2016/2017
   Public Hearing

RESOLUTION NO. 16-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ADOPTING THE TENTATIVE BUDGET OF THE CITY OF AVON PARK FOR THE FISCAL YEAR 2016-2017; PROVIDING FOR PUBLIC HEARING AND ADVERTISING THE SAME AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES

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

Section 1. The estimate of the expenditures and revenues for the ensuing fiscal year, as set forth in the City's proposed budget, copies of which are on file in the office of the City Clerk, is hereby adopted as the tentative budget of the City of Avon Park, Florida establishing total appropriation for expenditures of $20,118,872 for the fiscal year beginning October 1, 2016.

Section 2. As required by Section 200.065, Florida Statutes, the City Clerk is directed to advertise the City's intent to finally adopt a budget in the Highlands News Sun, a newspaper of general circulation in Highlands County, in the manner and form provided by law, and that a public hearing will be held on September 26th, 2016 at 6:00 pm in the City Council Chambers located at 123 East Pine Street, Avon Park, FL 33825, Avon Park, FL 33825, for the purpose of hearing comments regarding the tentative budget, and passage of a budget adoption ordinance.

Section 3. This resolution shall be effective immediately upon passage.

Adopted by the City Commission on September 12, 2016

CITY OF AVON PARK, FLORIDA

_____

Sharon Schuler, Mayor

ATTEST:

_____

Bonnie Banwick, Interim City Clerk

Approved as to Form:

_____

Gerald T. Buhr, City Attorney

CITY OF AVON PARK
NOTICE OF BUDGET HEARING

The City of Avon Park has tentatively adopted a budget for fiscal year October 1, 2016 to September 30, 2017. A public hearing to make a FINAL DECISION on the BUDGET AND TAXES will be held on:

September 26, 2016
at 6:00 PM
at
City Council Chambers
123 East Pine Street
Avon Park, Fl 33825

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BUDGET SUMMARY

City of Avon Park - Fiscal Year October 1, 2016 to September 30, 2017

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF AVON PARK ARE 4.5% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES

The Ad Valorem millage rate is $0.3000 per $1,000

0.3000 0.0000	GENERAL FUND	INFRA-STRUCTURE FUND	CDBG GRANT FUND	WATER & SEWER FUND	AIRPORT FUND	SOLID WASTE FUND	MAIN ST. CRA FUND	SOUTH CRA FUND	AIRPORT CRA FUND
IES:									
Millage per $1,000									
0.3000	$ 76,372	$ -	$ -	$ -	$ -	$ -	$ 103,710	$ 19,713	$ 21,726
	1,499,500	930,000	-	-	-	-	-	-	-
	601,000	-	-	-	-	-	-	-	-
	1,300	-	-	-	-	-	-	-	-
	382,314	-	-	-	-	-	-	-	-
	9,245	-	-	4,981,500	453,000	1,363,500	-	-	-
	750,000	300,000	750,000	-	2,480,000	-	-	-	-
enue	872,894	-	-	-	-	-	-	-	-
	22,000	-	-	-	-	-	-	-	-
	931,067	-	-	-	100,000	16,911	3,639	692	741
	67,700	-	-	2,000	-	-	-	-	-
ND OTHER S	**5,213,392**	**1,230,000**	**750,000**	**4,983,500**	**3,033,000**	**1,380,411**	**107,349**	**20,405**	**22,467**
es/Reserves	2,750,000	2,360,000	-	4,970,000	-	1,210,000	150,000	50,000	160,000
THER FINANCING ES/RESERVES	**7,963,392**	**3,590,000**	**750,000**	**9,953,500**	**3,033,000**	**2,590,411**	**257,349**	**70,405**	**182,467**
ial	413,388	-	-	-	-	-	-	-	-
	212,100	80,000	-	-	-	-	-	-	-
	3,107,223	670,000	-	-	-	-	-	-	-
	-	-	-	6,664,649	2,964,367	1,230,411	-	-	-
	-	-	750,000	-	-	-	328,593	50,405	22,467
	1,018,823	696,610	-	-	-	-	-	-	-
	456,786	400,000	-	-	-	-	-	-	-
	5,072	-	-	690,000	68,633	150,000	39,345	-	100,000
S	**5,213,392**	**1,846,610**	**750,000**	**7,354,649**	**3,033,000**	**1,380,411**	**367,938**	**50,405**	**122,467**
s	2,750,000	1,743,390	-	2,598,851	-	1,210,000	(110,589)	20,000	60,000
D EXPENDITURES RVES	**$ 7,963,392**	**$ 3,590,000**	**$ 750,000**	**$ 9,953,500**	**$ 3,033,000**	**$ 2,590,411**	**$ 257,349**	**$ 70,405**	**$ 182,467**

ınd / or final budget are on file in the office of the above referenced taxing authority as a public record.

E-13

Subject: First Public Hearing to Adopt the Tentative Millage Rate and Tentative Fiscal Year 2016/2017 Budget

Item No. E 13

Placed on Agenda by: **City Manager**

Total Amount of Project:

Staff Review: Yes

Attorney Review: **Yes**

Recommended Motion(s):

1. Motion to approve Resolution 16-22 setting the tentative millage at 0.30 cent per $1,000 in valuation.
2. Motion to approve Resolution 16-23 to adopt the tentative budget for FY 2016/2017 as proposed.
3. Motion to approve the first reading of Ordinance 23-16 as proposed to adopt the tentative budget.

Background:

The City's budget documents must follow strict time lines in the month of September.

We had a workshop, and engaged in agenda item discussions for most meetings in the months of July and August to formulate the tentative budget, each City department expenditures, and revenues were examined. Based on the Council's input, the budget has received several changes.

As provided by Florida Statute, we will have two public hearings to allow for public participation, and make any final changes needed. All of our budget documents are available on the City's web site Home-page: www.avonpark.cc

Below is a brief summary of the adoption documents (attached) for our budget meeting with public hearings:

1. Resolution 16-22 Tentative Millage Rate for 2016/2017
   Public Hearing

ORDINANCE NO. 23-16

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2016-2017; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Subsection 200.065(2)(c), Florida Statutes, on September 12, 2016, the City Council conducted a public hearing and adopted a tentative General Budget for the 2016-2017 fiscal year by Resolution No. 16-23; and

WHEREAS, the City of Avon Park, Highlands County, Florida, set forth the total appropriations of expenditures for the Budget for Fiscal Year 2016-2017 in the amount of $20,118,872.

WHEREAS, the City held a final public hearing on September 26, 2016 as required by Florida Statute 200.065; and

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

Section 1. Budget Adopted. The estimate of the expenditures and revenues for the ensuing fiscal year, as set forth in the City Manager's report, copies of which are on file in the office of the City Clerk, as amended by the City Council, is hereby adopted and finalized as the budget of the City of Avon Park, Florida for the fiscal year beginning October 1, 2016.

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

This ordinance was read for the first time at the Regular Meeting of the City Council on the 12th day of September, 2016, when it was voted on by members of the City Council as follows:

Yeas_____ Nays_____ Absent_____

This ordinance was read for a second and final time at the Regular Meeting of the City Council

Yeas_____ Nays_____ Absent_____

CITY OF AVON PARK, FLORIDA

_____
Sharon Schuler, Mayor

ATTEST:

_____
Bonnie Barwick, Interim City Clerk

Approved as to Form and Correctness:

_____
Gerald T. Buhr, City Attorney

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CITY OF AVON PARK
NOTICE OF BUDGET HEARING

The City of Avon Park has tentatively adopted a budget for fiscal year October 1, 2016 to September 30, 2017. A public hearing to make a FINAL DECISION on the BUDGET AND TAXES will be held on:

September 26, 2016
at 6:00 PM
at
City Council Chambers
123 East Pine Street
Avon Park, Fl 33825

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LEGAL ADVERTISEMENT

BUDGET SUMMARY

City of Avon Park - Fiscal Year October 1, 2016 to September 30, 2017

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF AVON PARK ARE 4.5% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES

The Ad Valorem millage rate is $0.3000 per $1,000

0.3000 0.0000	GENERAL FUND	INFRA-STRUCTURE FUND	CDBG GRANT FUND	WATER & SEWER FUND	AIRPORT FUND	SOLID WASTE FUND	MAIN ST. CRA FUND	SOUTH CRA FUND	AIRPORT CRA FUND
ES:									
Millage per $1,000									
0.3000	$ 76,372	$ -	$ -	$ -	$ -	$ -	$ 103,710	$ 19,713	$ 21,726
	1,499,500	930,000	-	-	-	-	-	-	-
	601,000	-	-	-	-	-	-	-	-
	1,300	-	-	-	-	-	-	-	-
	382,314	-	-	-	-	-	-	-	-
	9,245	-	-	4,981,500	453,000	1,363,500	-	-	-
	750,000	300,000	750,000	-	2,480,000	-	-	-	-
enue	872,894	-	-	-	-	-	-	-	-
	22,000	-	-	-	-	-	-	-	-
	931,067	-	-	-	100,000	16,911	3,639	692	741
	67,700	-	-	2,000	-	-	-	-	-
ID OTHER	**5,213,392**	**1,230,000**	**750,000**	**4,983,500**	**3,033,000**	**1,380,411**	**107,349**	**20,405**	**22,467**
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THER FINANCING ES/RESERVES	**7,963,392**	**3,590,000**	**750,000**	**9,953,500**	**3,033,000**	**2,590,411**	**257,349**	**70,405**	**182,467**
al	413,388	-	-	-	-	-	-	-	-
	212,100	80,000	-	-	-	-	-	-	-
	3,107,223	670,000	-	-	-	-	-	-	-
	-	-	-	6,664,649	2,964,367	1,230,411	-	-	-
	-	-	750,000	-	-	-	328,593	50,405	22,467
	1,018,823	696,610	-	-	-	-	-	-	-
	456,786	400,000	-	-	-	-	-	-	-
	5,072	-	-	690,000	68,633	150,000	39,345	-	100,000
	5,213,392	**1,846,610**	**750,000**	**7,354,649**	**3,033,000**	**1,380,411**	**367,938**	**50,405**	**122,467**
	2,750,000	1,743,390	-	2,598,851	-	1,210,000	(110,589)	20,000	60,000
EXPENDITURES RVES	**$ 7,963,392**	**$ 3,590,000**	**$ 750,000**	**$ 9,953,500**	**$ 3,033,000**	**$ 2,590,411**	**$ 257,349**	**$ 70,405**	**$ 182,467**

nd / or final budget are on file in the office of the above referenced taxing authority as a public record.

E-14

Sent: fredlinc123@gmail.com
Tuesday, September 06, 2016 3:24 PM
To: Bonnie Barwick
Subject: City Council Agenda

Hi Bonnie,

I just got word of a need to get some documentation on HCA's request as an agenda item. Please let me know if the below works.

Thanks,

Fred Leavitt, President
Heartland Cultural Alliance Inc.
www.HeartlandCulturalAlliance.org
(863) 402-8238

Agenda Item:

On behalf of the HCA Board, I am glad to report that the PPR Museum is growing every day in terms of activities and attendance. In fact, we are running out of space for new classes in art and cultural activities.

Hundreds of people have come to the Museum since it opened. The numbers are increasing as is press coverage on the facility. This is happening off-season.

We have programed classes in Drawing for Children, Drawing for Adults, and Guitar for Beginners, Jewelry Making With a Twist, and The Art of Recycle. The classes have been a weekly event since July 2 and scheduled for the rest of the year. The demand is increasing and we need additional space to meet the demand, keep more people coming to Avon Park and spread the word about the Museum's community enrichment.

As we have discussed previously, we would like to propose HCA be permitted to use the two office areas on the south side of the first floor of the Avon Park Community Center for artist studios and classes, as well as the room on the North West corner of the first floor on an as available basis.

HCA believes this expansion can be accomplished without interfering with the building's function as a Community Center.

Fred Leavitt, President
Heartland Cultural Alliance Inc.
www.HeartlandCulturalAlliance.org
(863) 402-8238

E-15

Vacant Land Contract

Florida Realtors

1. **Sale and Purchase:** Tamara Dee Ostling, as Personal Representative of the Estate of Markine T. Ostling **("Seller")** and City of Avon Park, Florida, a Florida municipal corporation **("Buyer")** (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 2825 and 2925 US 27 South, Avon Park, FL 33825
Legal Description: Lot 75 & S 73.25 of Lot 76, Blk C, Maxcy Parkway Sub per PB 4, page 72 (C-03-34-28-010-00C-0750) AND the Nly 1956.83 ft of the NWly 1/4 of Sec 3 of Maxcy Pkwy Sub S of the Mobile Home Park LESS the Ely 20 ft road LESS the Nly 300 ft of Sec 3, TWN 34, RNG 28/3 being approxly 13.152 acres (C-03-34-28-A00-0030-0000)

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

2. **Purchase Price: (U.S. currency)** ..... $ 275,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Saxon Gilmore & Carraway, P.A.
Escrow Agent's Contact Person: Bernice S. Saxon, Esq.
Escrow Agent's Address: 201 E. Kennedy Blvd., Suite 600, Tampa, FL 33602
Escrow Agent's Phone: (813) 314-4501
Escrow Agent's Email: bsaxon@saxongilmore.com

(a) Initial deposit ($0 if left blank) **(Check if applicable)**
☐ accompanies offer
☑ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ 1,000.00
(b) Additional deposit will be delivered to Escrow Agent **(Check if applicable)**
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $ -
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... -
(d) Other: _____ ..... $ -
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 274,000.00

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

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

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

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

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

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

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

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

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

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

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

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

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

(Check one) ☑ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☑ at least 20 days before Closing Date,

(Check one)

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

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

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

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

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

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

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

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

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

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

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

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

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

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

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. **Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. **Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. **Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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

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

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

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

19. **Brokers:** The broker [redacted] named below [redacted] is referred to as "Broker." **Instruction to closing agent:** **Seller** [redacted] direct closing agent to disburse at closing the full amount of the brokerage fee[redacted] as specified in a separate brokerage agreement [redacted] with the [redacted] party, except to the extent Broker has retained such fees from the escrowed funds. [redacted]

(a) Robert King Realty, Inc. (**Seller's** Broker) will be compensated by ☑ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____

(b) NONE (**Buyer's** Broker) will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

20. Additional Terms: See Addendum attached hereto and made a part hereof.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: City of Avon Park, Florida, a Florida municipal corporation **Date:**

[redacted] By: Sharon Schuler, Mayor

Buyer: **Date:**

Print name:

Buyer's address for purpose of notice:

Address: 110 East Main Street, Avon Park, FL 33825

Phone: 863-452-4403 **Fax:** **Email:** jdeleon@avonpark.cc

Seller: Tamara Dee Ostling as Personal Representative of the Estate of Markine T. Ostling **Date:**

Print name:

Seller: **Date:**

Print name:

Seller's address for purpose of notice:

Address: 6324 Astor Pl, Vero Beach, FL 32966

Phone: **Fax:** **Email:**

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

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Addendum

20. Representations and Warranties of Seller:

Seller, based upon the due inquiry of individuals familiar with the Property and/or beneficiaries of Seller as to matters addressed in this section, represents and warrants to Buyer:

(a) Legal Status: Seller has all legal right and power to execute this contract, and to carry out its terms and conditions, and Seller has taken all requisite actions for the execution of this contract and the consummation of Seller's transactions contemplated by this contract.

(b) No Contemporaneous Agreements: Seller has not and will not after the execution of this contract and during the term and pendency of this contract, contract with others for the sale or lease of the Property, grant any easement or in any way encumber the Property or title thereto.

(c) Compliance with Other Instruments, etc.: Neither the entering into this contract, nor the consummation of the transaction contemplated in this contract, shall constitute, or result in, a violation or breach by Seller of any contract or other instrument to which Seller is a party, or to which Seller is subject, or by which Seller or any of Seller's assets may be bound.

(d) No Default: Seller has received no written notice or other record of any default or breach by Seller under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property and no such default or breach now exists.

(e) Mechanics' Liens: No work has been performed or is in progress at, and no materials have been furnished to, the Property which though not presently the subject of a lien might give rise to mechanics', materialmen's or other liens against Seller's interest in the Property or any improvements later erected on the Property.

(f) Compliance with Laws, etc.: Neither the entering into this contract nor the consummation of the transaction contemplated shall constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon Seller, or shall result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending against Seller or the Property which would: (i) prevent the transaction contemplated by this contract, (ii) adversely affect the title to the Property, (iii) question the validity or enforceability of the transaction contemplated by this contract, or (iv) question the validity or enforceability of any action taken pursuant to this contract in any court, or before, or by, any federal, district, county,

or municipal department, commission, board, bureau, agency or other governmental instrumentality. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes and other than may be required in the probate proceedings) with any governmental authority is required in connection with the due and valid execution and delivery of this contract and compliance with the provisions and the consummation of the transaction contemplated in this contract.

(g) Violations: To the best of Seller's knowledge, information, and belief, there are no violations of, and Seller has received no notice or other record of any violations of, any federal, state or local laws, ordinances, orders, regulations, and requirements affecting the Property.

(h) Binding Commitments: Seller has not made and shall not make any commitments or representations to any governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity that would in any manner be binding upon Buyer or the Property.

(i) General Condition of Property: The Property is currently unimproved, free of any and all leases, tenancies or claims of occupancy of any kind. To the best of Seller's knowledge, information, and belief, no cemeteries, graveyards or other facilities for the interment of human or animal remains are located on any part of the Property.

(j) Special Assessments: No portion of the Property is subject to or is affected by any special assessment for improvements completed prior to the effective date of this contract, whether or not there is presently a lien on the Property, and to the best of Seller's knowledge, information, and belief, no such assessment has been proposed.

(k) Hazardous Materials and Endangered Species: To the best of Seller's knowledge, information, and belief, after reasonable inquiry, there is no asbestos, radon, PCB's, fluorocarbons, oil and other petroleum products, flammable explosives, radioactive materials, or other Hazardous Substances (defined below) on, in, under or about the Property. Seller has not used, generated, stored, transported, manufactured, treated, released or disposed of any Hazardous Substances on, in, under, or about the Property.

To the best of Seller's knowledge, information, and belief, there are not presently, and there have never been, any storage tanks on, in or about the Property. Seller has no actual knowledge that the Property is in violation of any Environmental Laws as defined herein, and to

the best of Seller's knowledge, information, and belief, the Property is not currently under investigation by any such agency.

To the best of Seller's knowledge, information, and belief, there are no Endangered Species (defined below) on the Property, and to the best of Seller's knowledge, information, and belief, there are no man-made conditions on or affecting the Property for which a valid building permit could not be applied for and obtained by the necessary governmental authorities.

With respect to the terms "Hazardous Substances," "Environmental Laws," and "Endangered Species," they shall have the following meanings and definitions:

(i) Hazardous Substances: means substances defined as a "hazardous substance" or "toxic substance" in the Environmental Laws in effect on the date any representation or warranty is made pursuant to this contract and any other substances considered hazardous, toxic or otherwise harmful pursuant to any other applicable laws or regulations relating to pollution or protection of human health or the environment.

(ii) Environmental Laws: shall include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.; the Clean air Act, 42 U.S.C. 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2602, et. seq.; the Safe Drinking Water Act, 42 U.S.C. 300f, et. seq.; the Florida Air and Water Pollution Control Act, Chapter 403, *Florida Statutes*; and any other federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this contract, as any of the preceding may be amended from time to time.

(iii) Endangered Species: means those species of flora and fauna and their critical habitats defined as endangered or threatened by the Endangered Species Act of 1973 (16 U.S.C. Section 1531, et seq.), as amended or by any other federal, state or local law, ordinance, rule or regulation.

All statements made "as to the best of Seller's knowledge" are not a guarantee or warranty as to the statements being made. Buyer will conduct its own environmental study and will rely upon that analysis in deciding whether to purchase the Property.

The use of approved chemicals as directed on the instructions for farming purposes and in accordance with all applicable Environmental Laws and with best management practices shall

not be considered hazardous substances. Seller agrees to fully cooperate with Buyer's environmental consultants performing due diligence on the Property, and shall divulge any and all chemicals used on the Property, where related to farming or not. This shall include an identification of any locations known to Seller after reasonable inquiry, associated with any buried equipment or other refuse (including without limitation, drums, smudge pots, etc.,) or cattle dipping locations.

(l) **Operation until Closing**: Between the effective date and Closing, Seller shall operate the Property only in accordance with law. This contract will in no way affect or restrict any and all uses that Seller may currently lawfully operate on the Property.

(m) **Full Disclosure**: Seller knows of no materially adverse fact affecting or threatening to affect the Property which has not been disclosed to Buyer in this contract.

(n) **Litigation:** There are no actions, suits, proceedings or investigations pending or threatened, against Seller or the Property affecting any portion of the Property, including, but not limited to, condemnation actions.

(o) **Parties in Possession:** There are no tenants or parties other than Seller in possession or with a right to possession of any portion of the Property.

(p) **Completeness of Representations**: No representation or warranty made by Seller in this contract intentionally contains any untrue statement of a material fact or intentionally omits to state any material fact necessary to make the statements contained not false or misleading.

Upon knowledge by Seller of any untruth or inaccuracy in any representation or warranty made by Seller or of any change in facts which are the subject of any representation or warranty made by Seller, Seller shall send notice to Buyer of the nature of any such matter promptly.

If Buyer discovers during the course of its study of the Property that any representation or warranty of Seller was untrue or inaccurate when made by Seller, Buyer shall send Seller notice of any such matter promptly. Seller shall have the opportunity to cure the cause of such untruth or inaccuracy within thirty (30) days after either (i) Seller's knowledge of such untruth or inaccuracy; or (ii) Seller's receipt of notice from Buyer describing such untruth or inaccuracy, during which time Seller shall exercise due diligence and good faith in endeavoring to cure the cause of such untruth or inaccuracy or to determine the validity of Buyer's discovery.

21. Immunity: Notwithstanding anything else contained in this contract including, but not limited to, any provisions for indemnification, Buyer shall not be deemed or construed to waive any privilege, immunity or other protection available to Buyer under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes. Likewise, any claim brought against Buyer under this contract shall comply with the procedural requirements and pre-suit conditions contained in Section 768.28, Florida Statutes.

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