

AGENDA
CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING
VALPARAISO, FL
850-729-5402
May 8, 2023
6:00 PM

Invocation (Commissioner Crosby)
Pledge of Allegiance (Mayor Smith)

APPROVAL OF MINUTES

April 10, 2023

CITIZENS' CONCERNS (non-agenda items)

1. Resident
 - A. Chicken Ordinance - Patrick Palmer-----Attach 1
 - B. Chicken Ordinance - Missy Weakley-----Attach 2
2. Non-resident

ACTION ITEMS/POTENTIAL ORDINANCES

1. Added Agenda Item
2. Approve Change Order - Sewer Forcemain Replacement (Kake Cottages) -----Attach 3
3. PUD Development "The Clearing" R & S Property Development-----Attach 4

OLD BUSINESS

1. Update 363 Washington
2. Revised Future City Hall Lease Agreement (Synovus Bank Building) -----Attach 5
3. Update New City Hall Renovation

REPORTS / CORRESPONDENCE / ANNOUNCEMENTS

1. TPO/DOT
2. Stormwater
3. Community Liaison Report
4. Regional Sewer Update
5. Planning Commission Update
6. Community Center Update
7. Department Updates-----Attach 6
8. City Attorney Request Executive Session CAJTDM v. Valparaiso v Gator Boring 2020 CA 001818 C
9. Okaloosa County League of Cities Dinner Mtg May 18, 2022
10. Disbursements
11. Etc.

PUBLIC INPUT AT YOUR VALPARAISO CITY COMMISSIONER MEETING

To help ensure all citizens have the opportunity to address the Commission regarding their concerns, the Mayor and Commissioners respectfully request that you follow the following procedures:

PUBLIC HEARINGS

You should:

1. The Mayor will open a public hearing to receive comments in support of or opposition to the proposed project, at which time you should raise your hand for recognition.
2. Make all comments from the podium. State your name and address for the record.
3. PLEASE STATE YOUR POSITION CLEARLY AND SUCCINCTLY. DO NOT BELABOR A POINT. BE TO THE POINT, BUT BRIEF.

SCHEDULED PRESENTATIONS FROM THE AUDIENCE

1. Please complete a speaker form (attached) and return to the City Clerk. Note: forms must be turned in by 9:00am on Wednesday prior to the meeting along with all supporting documentation in order to make the next scheduled meeting.
2. Approach the podium when recognized by the presiding officer and state your name and address for the record. At the meeting, when recognized by the presiding officer, begin by stating your name and address for the record. Speak **CLEARLY AND SUCCINCTLY**. PLEASE LIMIT YOUR COMMENTS TO FIVE (5) MINUTES OR LESS.

GENERAL COMMENTS

Wait for your agenda item or "residents concerns" to be announced and the mayor to recognize you. If, perchance, you are overlooked, raise your hand and wait patiently to be called upon.

PLEASE LIMIT COMMENTS TO FIVE (5) MINUTES. All comments should be directed to the Mayor.

Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or use offensive language, will be requested to leave the meeting, either voluntarily or with the assistance of a Police Officer.

Thank you for your interest in our City, your willingness to take part in the democratic process, and your adherence to this policy.

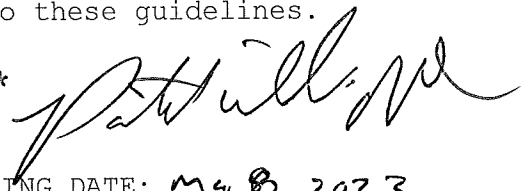
SPEAKER'S FORM
CITY OF VALPARAISO COMMISSION

In an effort to better serve the community, the City Commission requests that items or requests to be presented before Commission be provided to the City Clerk by 9:00am on Wednesday of the week prior to the meeting. Any related materials that you wish to distribute to Commission in support of your item must be submitted at that time as well (see note at bottom). This will give Commission time to review your request and make any necessary inquiries. In addition, staff may need to contact you in response to your topic of concern or in response to action directed by the Commission.

As you complete the form below, please note that certain fields, marked by *, are required. Late or incomplete forms, particularly where required information is omitted, will be deferred by Commission to a future meeting pending receipt of all information.

The City appreciates your cooperation and adherence to these guidelines.

*****Please Print*****



DATE OF REQUEST May 1, 2023 *COMMISSION MEETING DATE: May 8, 2023
* NAME PARZEL W PALMER *PHONE #: 850-240-6667
* ADDRESS: 264 Edge Ave EMAIL: ppalmer@valpo.org
* TOPIC/ISSUE chicken ordinance

*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE: If so, who and when?

no

*DESIRED ACTION BY COMMISSION ordinance passed. A move.

*PRESENTATION MATERIALS ARE ATTACHED: YES _____ NO X Type _____

Note: only one set of material is required for submission unless color copies are desired. The City will make and distribute the correct number of black / white copies to the Mayor, Commission and appropriate staff. However, those persons desiring color copies to be distributed must provide 10 sets at the time of submission.

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*******Please Print*******

DATE OF REQUEST 5/2/23 *COMMISSION MEETING DATE: 5/8/23
* NAME Missy Weakley *PHONE #: 903-441-3619
* ADDRESS: 360 Lincoln Ave EMAIL: _____
* TOPIC/ISSUE Chicken Ordinance
Move, motion, Vote
secondary action ??
*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE: If so, who and when?
Multiple times by phone & email.
*DESIRED ACTION BY COMMISSION
Move, motion & Vote
(possible second action / motion
*PRESENTATION MATERIALS ARE ATTACHED: YES _____ NO ☒ Type _____

Note: only one set of material is required for submission unless color copies are desired. The City will make and distribute the correct number of black / white copies to the Mayor, Commission and appropriate staff. However, those persons desiring color copies to be distributed must provide 10 sets at the time of submission.

20 April 2023

Tammy,

Please see the Change Order that increased the amount to include clearing along the property line that we inadvertently omitted from the original bid, requested by them and recommended by me. We met on site with Nathan when we agreed to the amount, so he is also aware. I thought this Change Order had been on the City Commission meeting agenda for approval, but I've been back through the Agendas for Feb-April meetings, and I don't see it.

I've spoken with Paul Sims, and he said he is fine with taking the Change Order to the May Council meeting for approval and then paying the entirety of the invoice after that, rather than splitting it into two invoices, if that is ok with you.

Please let me know if you need anything else from me.

Our apologies for the oversight and thanks much,

Beth Brant, P.E.
850.609.1100 office
850.978.1230 cell

SECTION 00 63 63 - CHANGE ORDER FORM

Change Order No. 1

Date of Issuance: 2/3/2023

Effective Date: _____

Owner: City of Valparaiso

Owner's Contract No.: _____

Contractor: Construction Service Co. of FL, Inc.

Contractor's Project No.: _____

Engineer: Poly, Inc.

Engineer's Project No.: 58-028

Project: Valparaiso Sewer Forcemain Replacement

Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description: Additional services of clearing and grubbing of property in easement was required to facilitate new forcemain installation.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 46,894.00</u>	Original Contract Times: Substantial Completion: <u>120 days</u> Ready for Final Payment: <u>180 days</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. ____: <u>\$ 9,000.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____
	No change in days
Contract Price prior to this Change Order: <u>\$ 46,894.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120 days</u> Ready for Final Payment: <u>180 days</u> days or dates
Decrease of this Change Order: <u>\$ N/A</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____
	days or dates
Contract Price incorporating this Change Order: <u>\$ 55,894.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>120 days</u> Ready for Final Payment: <u>180 days</u> days or dates

RECOMMENDED: Poly, Inc.

REQUESTED: Construction Service Co.

ACCEPTED: City of Valparaiso

By: 
Beth Brant, P.E.

By: 
President

By: _____

Title: Project Engineer

Title: _____

Title: _____

Date: 2/3/2023

Date: 2/3/2023

Date: _____

Approved by Funding Agency (if applicable)

By: N/A

Date: _____

Title: _____



JG PLAZA, UPTOWN STATION
73 Eglin Parkway NE
Suite 203
Fort Walton Beach, FL 32548
PH: 850.837.2448
FX: 850.867.2450

LETTER OF TRANSMITTAL

DATE: 04.06.23
TO: City of Valparaiso
FROM: Matt Zinke/ Shawnee Trowbridge

RE: R&S Valparaiso Subdivision PUD
ATTN: Carl Scott, City Manager
465 Valparaiso Pkwy, Valparaiso, FL
32580

THE FOLLOWING ITEMS ARE ENCLOSED:

QUANTITY	ITEM
4	24" x 36" PUD Concept Plan
1	Major DO Application Forms A, C-1, & C-1 Checklist
1	Major DO Application Check for \$1,500.00 (Submitted Directly by Developer)
1	Boundary Survey by GCT (Map No. 220002.01)

COMMENTS:

Carl,

Please find the technical information as stated above. If you have any questions concerning this information, please contact me. Thanks.

SIGNATURE:  DATE: 04/06/23

SCANNED AND SAVED TO FILE:23-29/Submittals/Valparaiso

Copied to: Jason Rosenbleeth – R&S Property Development, LLC

FORM A: COMMON APPLICATION FORM FOR CITY OF VALPARAISO DEVELOPMENT/
BUILDING AUTHORIZATION

(Complete applicable sections only)

R&S Property Development, LLC
APPLICANT: Eison Rosenblatt DATE: 04/06/23
901 North Bayshore Drive
ADDRESS: Valparaiso, FL 32580 TELEPHONE: (850) 830-0173
AGENT OF APPLICANT (IF ANY) Matthew H. Zinke, Jenkins Engineering, Inc.
73 Eglin Plany NE, Suite 203, FWB FL 32548
ADDRESS: FL 32548 TELEPHONE: (850) 837-2448
LOCATION (AND NAME) OF PROPERTY TO BE DEVELOPED North side
of Kelly Mill Road west of Johnson Street

TYPE OF RESIDENTIAL (Please Check)

- ☒ Single-Family Dwelling or Duplex / / Multifamily Dwellings
☒ Subdivision or PUD / / Commercial
/ / Development of Regional Impact

LEGAL PROPERTY DESCRIPTION (Write in or attach to this form)

Parcel ID: 01-15-23-0000-0032-0000
See Attached Survey

EXISTING LAND USE AND ZONING DISTRICT IS R-2 (Mult-family
Residential) / MSR (Medium Density Residential)

ZONING CHANGE REQUESTED IS (if applicable) PUD

LICENSED ARCHITECT/GENERAL CONTRACTOR/ENGINEER/AGENT (as applicable)

Matthew H. Zinke, PE TELEPHONE: 850-837-2448

TELEPHONE: _____

§ 94-162

VALPARAISO CODE

FEES AND CERTIFICATIONS

APPLICATION FEE ENCLOSED \$ 1,500 (\$) Major Do Fee

SECURITY (120 percent of construction costs to be executed upon receipt of Final Development Order (\$)

(Ord. No. 360, § 17.02.00, 2-1-91)

Sec. 94-163. Certifications.

This form shall be submitted along with form A. Complete only applicable sections.

CERTIFICATIONS
(Complete Only Applicable Sections)

1. By Architect/General Contractor:

I certify that the plans submitted (or to be submitted) on the above project conform to the requirements of the most recent Standard Building Code and all other building codes adopted by the City of Valparaiso.

I further certify that all work done on the above project will be accomplished in conformity with the approved plans.

NOTARY_____
ARCHITECT_____
DATE_____
REGISTRATION NO.

2. REGULATORY AGENCIES: Applicant (Owner/Agent):

I certify that the requirements applicable under the following checked items shall be met and necessary approvals obtained from state and federal regulatory agencies as may be necessary prior to beginning construction on the project:

/ / DREDGE AND FILL ACTIVITIES: Approvals shall be obtained from concerned agencies such as the U.S. Army Corps of Engineers, Department of Natural Resources and Department of Environmental Regulation.

/ / FLOODPLAINS: If property is located in a floodplain, proposed dwelling/building/development shall satisfy all requirements set forth in the Flood Management and Prevention Control Ordinance (LDC chapter 110), prior to the clearing of land and start of construction.

NOTARY_____
APPLICANT_____
DATE

3. ZONING: By Applicant (Owner/Agent)

I certify that development on cited property complies with the provisions of this Code and any and all zoning regulations, subdivision restrictions and covenants which apply.



NOTARY

DATE




APPLICANT / Agent

Matthew H. Zinke

4. CONCURRENCY: By Applicant (Owner/Agent)

I certify that in accordance with chapter 106 of the City of Valparaiso Land Development Code that the development project will either not degrade the established Levels of Service (LOS) provided in section 94-56 et seq. of the Code, or is exempted according to provisions of this Code.



NOTARY

DATE

(Ord. No. 360, § 17.03.00, 2-1-91)



APPLICANT / Agent

Matthew H. Zinke



Sec. 94-165. - Major development.

Form C-1 shall be submitted with form A.

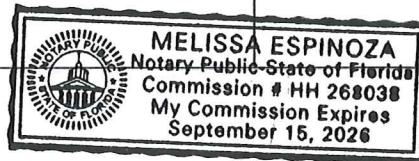
FORM C-1: Major Development. (Include with FORM A).

Please check applicable blocks

/ /	A complete set of plans is submitted with this application. (11" x 17" plans with scale of one inch (1") equaling one hundred feet (100') are acceptable for minor development.)			
/ ✓ /	A scaled site plan showing setback requirements, roads and pertinent orientation information is submitted conforming to this Code and Chapter _____ of the City of Valparaiso Code of Ordinances.			
/ /	"As built" elevation form is submitted with this application (check and complete form available from the planning and zoning department only if property is in "A" or "V" zones on Federal Emergency Management Agency (FEMA) maps of the City of Valparaiso.			
/ /	Certified copy of "NOTICE OF COMMENCEMENT" shall be filed with the clerk of the circuit court after receipt of building permit and before first inspection of completed construction.			
/ ✓ /	I request that this application, complete with development plan, be considered for (please check):			
		A.	Preliminary review	/ /
		B.	Preliminary and final review	/ /
		C.	Single final review	/ ✓ /

/ /	I request assistance from the City of Valparaiso as follows:	

_____ NOTARY <i>MEspinoza</i>	_____ APPLICANT/AGENT <i>Matthew H. Zmlie</i>
_____ DATE <i>4/6/23</i>	<i>Matthew H. Zmlie</i>



FORM C-1 Checklist		<i>Completion of Table is based upon the full set of plans and documents to be submitted once completed and PUD is approved.</i>	
	1.	<i>NA</i>	Any land rendered unusable for development purposes by deed restrictions or other legally enforceable covenants or limitations.

	2.	/ ✓	All water courses, water bodies, floodplains, wetlands, important natural features, wildlife areas, soil types and vegetative cover on or adjacent to the site.
	3.	NA	The location of environmentally sensitive lands designated pursuant to <u>chapter 102</u> of this Code, if any.
	4.	/ ✓	The location and intensity or density of the proposed development.
	5.	/ ✓	A general parking and circulation plan.
	6.	✓ /	Points of ingress and egress and any planned public or private roads, rights-of-way, pedestrian ways, bicycle paths or transportation facilities.


	7.	/✓/	The existing and proposed stormwater management systems on the site and proposed linkage, if any, with existing or planned public stormwater management systems.
	8.	/✓/	Proposed location and sizing of potable water and wastewater facilities to serve the proposed development.
	9.	✓/	Proposed open space areas on the development site and types of activities proposed to be permitted on such open space areas.
	10.	/✓/	Lands to be dedicated or transferred to a public or private entity and the purposes for which the lands will be held and used.

	11.	NA	A description of how the plan mitigates or avoids potential conflicts between land uses.
	12.	NA	Architectural elevations of all buildings sufficient to convey the basic architectural intent of the proposed improvements.
	13.	/✓/	A soils map of the site.
	14.	/✓/	A recent aerial photograph encompassing the project area and identifying the project area and total land areas. The scale shall be adequate to clearly identify the project area.
	15.	/✓/	A map of vegetative cover including the location and identity, by common name, of all protected trees.

	16.	/✓/	A topographic map of the site clearly showing the location, identification and elevation of bench marks, including at least one bench mark for each major water control structure.
	17.	/✓/	A map showing the locations of any soil borings or percolation tests as may be required by this Code.
	18.	/✓/	The location of any underground or overhead utilities, culverts and drains on the property and within 100 feet of the proposed development boundary.
	19.	✓/	The 100-year flood elevation boundaries.

	20.	/ ✓ /	Area and percentage of total site to be covered by impervious surface(s).
	21.	/ ✓ /	Grading plans specifically including perimeter grading.
	22.	NA	Construction phase lines.
	23.	NA	Building plans showing the location, dimensions, gross floor area and proposed use of buildings.
	24.	/ ✓ /	Building setback distances from property lines, abutting rights-of-way and all adjacent buildings and structures.
	25.	NA	Minimum floor elevations of buildings within the 100-year floodplain, if any.

	26.	/✓/	The location, dimensions, type, composition and intended use of all ancillary structures.
	27.	NA	The location and specifications of any proposed garbage dumpsters.
	28.	/✓/	Cross sections and specifications of all proposed pavement.
	29.	NA	Typical and special roadway and drain sections and summaries of quantities.
	30.	NA	Information sufficient to determine compliance with the Landscape and Tree Protection Regulations of this Code (reference <u>chapter 122</u>).

	31.		The location, accompanied by all necessary drawings, construction plans, wiring plans, etc., of all proposed signs.
	32.	/✓/	The proposed number, minimum area and location of lots, if the development involves a subdivision of land.
	33.	/✓/	All lots shall be numbered either by progressive numbers or in blocks progressively numbered or lettered except that blocks in numbered editions bearing the same name may be numbered consecutively throughout several editions.
	34.	/✓/	All interior excluded parcels shall be indicated and labeled accordingly.

	35.	/ ✓ /	All contiguous property shall be identified by development title, plat book and page, or if the land is unplatted it shall be so designated.
	36.	/ ✓ /	Total number and type of residential units categorized according to number of bedrooms. The total number of residential units per gross acre shall be given.
	37.	NA	Location of on-site wells, if any, and wells within 200 feet of any property line, if any.

	38.	/✓/ Restrictions pertaining to the type and use of existing or proposed improvements, water ways, open spaces, buffer strips and the like shall require the establishment of restrictive covenants and such covenants shall be submitted with the final development plan for recordation.
	39.	/✓/ If the development includes private streets, ownership and maintenance association document shall be submitted with the final development plan and the dedication contained on the development plan shall clearly indicate the roads and maintenance responsibility to the association without recourse to the city or any other public agency.

	40.	NA	If the development is to be phased for any reason, a master plan for the entire project shall be submitted with the development plan for the first phase or phases for which approval is sought. In addition, a schedule indicating approximate development phasing, including the sequence for each phase, shall be included.
	41.	NA	The manner by which historic and archeological sites on or near the site will be protected.

(Ord. No. 360, § 17.05.00, 2-1-91)

Public Hearing

A Public Hearing will be held by the City of Valparaiso Planning Commission to consider a request for a Planned Unit Development (PUD) on the property parcel number 01-1S-23-0000-0032-0000. The Hearing will be on May 2, 2023 at 6:00 PM in the Commission Chambers at City Hall (465 Valparaiso Parkway).

Requested Actions

The owner of the property described as parcel number 01-1S-23-0000-0032-0000 has requested that a Planned Unit Development be granted for a new residential development consisting of 9 units. All interested persons are invited to attend and be heard concerning this variance request. Any person who decides to appeal any decision by the City of Valparaiso Planning Commission with respect to this matter will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Valparaiso adheres to the ADA. Anyone requiring special accommodations is asked to contact City Hall (729-5402) at least two business days before this advertised meeting so arrangements can be made.

Commercial Contract



1* 1. **PARTIES AND PROPERTY:** City of Valparaiso, Florida, a municipal subdivision ("Buyer")
2* agrees to buy and H and S, LLC, a Florida Limited Liability Company ("Seller")
3* agrees to sell the property as: Street Address: 23 John Sims Parkway (Parcel ID 12-1S-23-253F-0001-0040)
4* and the adjacent property identified by as Parcel ID 12-1S-23-0000-0001-0000.
5* Legal Description: VALPARAISO PLAT # 15 LOTS 4 & 5 BLK 1 & BEG SW COR LOT 4 S 150 FT E 200 FT M/L TO HY #85
6* THEN ALONG HY #85 300 FT M/L TO INTERSECTION OF EDGE AVE TH W TO NE COR LOT 5 S 150 FT TH W 150 FT TO BEG & THE E1/2 OF LOT 6
7* and the following Personal Property: N/A
8* _____

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

10* 2. **PURCHASE PRICE:** \$ 2,314,373.32 as of July 1, 2023

11* (a) Deposit held in escrow by Hand Arendall Harrison Sale LLC \$ 0.00
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: 35008 Emerald Coast Pkwy, Suite 500 Phone: 850-650-0010

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

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

16* (d) Total financing (see Paragraph 5) \$ See Section 22

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 2,314,373.32 as of July 1, 2023
20 check(s) or wire transfer.

21 3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**
22* and **Buyer** and an executed copy delivered to all parties on or before May 15, 2023, this offer will be
23 withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**
25 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the**
29 **essence in this Contract.**

30 4. **CLOSING DATE AND LOCATION:**

31* (a) **Closing Date:** This transaction will be closed on June 30, 2023 (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

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

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

39 **5. THIRD PARTY FINANCING:**

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

45* See Section 22

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

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

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

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and
74* within _____ days ☐ after Effective Date ☒ or at least 5 _____ days before Closing Date deliver to **Buyer** (check one)
75* ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

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

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

(2) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from 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: (check applicable provisions below)

☒ (i.) **Seller** will, within 20 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

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

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

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

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

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

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 20 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period 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 in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence 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 at all levels, 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 mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

216 **13. DEFAULT:**

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

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

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

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

236 **16. DISCLOSURES:**

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

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

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

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

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

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

252 **17. RISK OF LOSS:**

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

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

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

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

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

280* **(a) Seller's Broker:** N/A
281 (Company Name) (Licensee)
282* _____
283 (Address, Telephone, Fax, E-mail)

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

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

288* (b) Buyer's Broker: N/A
289 (Company Name) (Licensee)
290*
291 (Address, Telephone, Fax, E-mail)

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

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

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

305* <input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty	<input type="checkbox"/> Existing Mortgage
306* <input type="checkbox"/> Section 1031 Exchange	<input type="checkbox"/> Coastal Construction Control Line	<input checked="" type="checkbox"/> Buyer's Attorney Approval
307* <input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone	<input type="checkbox"/> Seller's Attorney Approval
308* <input type="checkbox"/> Seller Representations	<input checked="" type="checkbox"/> Seller Financing	<input type="checkbox"/> Other _____

309 **22. ADDITIONAL TERMS:**

310* *Buyer is currently leasing the Property from Seller and Huff Management, LLC by lease dated November 17, 2021 (the Lease), Buyer

311* shall continue to lease and occupy the Property through closing. At closing all parties to the Lease shall sign a termination of the Lease as approved by the City Attorney.

312* *Seller shall owner finance the entire purchase price at an amount equal to the principal amount that would be fully amortized
313* by monthly payments of principal and all a interest (applied first to interest) in the same amount as the monthly payments due
under the Lease over a term co-terminus with the Lease and at an interest rate of 2.0982% per annum, 360 day year.

*As of July 1, 2023, the principal amount would be \$2,314,373.32.

314* *In the event the closing date is changed by the Buyer and Seller, the new closing date shall be 30 days from the previous
315* closing date. Seller's monthly cash flow pre-closing and post-closing is to remain materially the same, except for expenses
associated with this contract and financing.

316* *Purchase price shall be paid by delivery of Buyer's City Hall Purchase Note, Series 2023 (the Note) in materially the form
317* attached, incorporated, and marked Exhibit A, together with letters from the Buyer's City Attorney and Bond Counsel
318* respectively authorizing Buyer to rely upon the opinion of the City Attorney that the note is valid and enforceable and the
opinion of the Bond Counsel that the interest on the note is exempt from federal income taxation, both opinion in form
customarily accepted in the municipal bond market.

319* _____

320* _____

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

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

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

338* _____ Date: _____
339

340* _____ Tax ID No: _____
341 (Typed or Printed Name of **Buyer**)

342* Title: _____ Telephone: _____

343* _____ Date: _____
344 (Signature of **Buyer**)

345* _____ Tax ID No: _____
346 (Typed or Printed Name of **Buyer**)

347* Title: _____ Telephone: _____

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

349* Facsimile: _____ Email: _____

350* _____ Date: _____
351

352* _____ Tax ID No: _____
353 (Typed or Printed Name of **Seller**)

354* Title: _____ Telephone: _____

355* _____ Date: _____
356 (Signature of **Seller**)

357* _____ Tax ID No: _____
358 (Typed or Printed Name of **Seller**)

359* Title: _____ Telephone: _____

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

361* Facsimile: _____ Email: _____

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

PUBLIC WORKS MONTHLY ACTIVITIES REPORT

April 2023

CEMETERY

- Met with families--2
- Made funeral arrangements—1
- Performed inurnment of cremains—2
- Sold grave space—3
- Installed bronze plate--1
- Oversaw marker installations—3
- Sodded graves
- Pressure washed Cemetery building, ramps, steps & walkway
- Blew Parking lot
- Assisted Sanitation on garbage route

SHOP TRADES WORKER

- All facilities—Changed out all AC filters
- Angels Are Us—Repaired electrical service line hanging from meter box & replaced mast
- Commission Chambers—Replaced Exit sign with sign with flood lights
- Library/ Mitchell Bldg
 - Repaired automatic doors
 - Replaced Exit sign with sign with flood lights
- New City Hall—Inspected irrigation pump
- Sr Center—Unstopped toilet
 - Replaced front kitchen lights
 - Replaced 4 Exit signs
 - Replaced flood light behind building
 - Replace 2 Emergency flood lights
 - Suctioned out AC line

PARKS

- Mowed, weedeated, pulled weeds, blew, removed debris all city parks/ building & city ROWs
- Lincoln Park
 - Scraping & painting pavilions
 - Angels Are Us—repaired electrical service line hanging from meter box & replaced mast

STREETS

- **CEMENT/ SIDEWALK**
 - Florida Ave/ Grandview Ave—pressure washed sidewalks
- **SIGN MAINTENANCE**
 - N. Bayshore Ave/ Westview Ave—replaced faded stop sign
- **TREE MAINTENANCE**
 - Cut low hanging vines, branches and limbs in 2 locations
 - Aurora St—cut hedge brush overlaying curb
 - Cut up 3 fallen trees from 4 locations following storm- event
- **ROW MOWING**
 - Mowed ROWs in 49 locations, removed 150 lbs of debris

- **DOT MOWING**
 - Hwy 85—Mowed, removed 250 lbs of debris
 - John Sims Pkwy—Mowed ROWs & medians, weedeated, hedged, edged, blew, removed 100 lbs of debris
 - Valparaiso Pkwy—Mowed, removed 100 lbs of debris
- **STREET MAINTENANCE**
 - Roads graded—1
 - Lincoln Park—graded sand on beach back to sidewalk
 - Filled 4 potholes in 3 locations
- **STORMWATER**
 - Mowed ponds—3
 - Adams Alley—hand cleaned corrugated pipe, removing 75 lbs of rock and leaves
 - Changed dog waste stations 3 times, removed 45 lbs of waste
- **STREET SWEEPING**
 - Miles of residential streets swept: 74
 - Lbs of debris removed: 6,000
- **MISC/ SHOP**
 - Towed in Crown Vic, Dodge Dakota and enclosed trailer for auction
 - Repaired weedeater head on Parks weedeater
 - Changed blades on Parks Hustler mower
 - Cleaned carburetor on Cemetery pressure washer
 - Cleaned & sharpened chainsaw
 - Repair leaf springs on mower trailer
 - Pulled bad PTO switch out of JD mower
- **Assisted Depts**
 - Sanitation—assisted on garbage route 1 time
 - Water & Sewer
 - Regional—Assisted with cleaning pit
 - Adams Alley—water & sewer tap
 - Montana Ave—Dug 120' trench for water line

SANITATION

- 158.16 Tons (316,360 lbs.) of Household Trash collected
- 52.39 Tons (104,780 lbs.) of Roadside Bulk collected
- Number of trips to the dump: 45
- 620 Yds. of yard waste has been taken to landfill
- Number of trips to Landfill: 31
- New Trash cans delivered: 9

WATER/ SEWER

- **REGULATORY COMPLIANCE SAMPLING**
 - Monthly Bacteriological sampling
 - Static Water Levels
- Locates—102
- Manually read meters—79
- New meters installed—1
- Meters replaced—3
- Check meter for leaks/ issues—2
- Water Leaks/ Breaks—3
- Exercised valves—75
- Check residential pressure--1

- Flushed hydrants to maintain water quality—5
- Commercial backflows tested—2
- Commercial backflows installed—2
- Hydrant meters pulled—1
- Hydrant meters installed--2
- Sewer calls—5

Support Staff

- **REGULATORY COMPLIANCE REPORTING**
 - Prepared & sent March's 2023 Monthly Operational Report (MORs) to FDEP & Poly, Inc
- **RECORDS MAINTENANCE**
 - Produced Static Water Level Report for April
 - Updated Water Distribution Log for April
 - Produced April's Purge Data Report
 - Prepared March's Public Works Activities Report
- **WORK ORDERS GENERATED/ PROCESSED**
 - In-house work orders generated—52
 - Work orders processed from City Hall--31
 - Locate requests from Sunshine 811—128
 - Meter Leak Alert customers contacted—52
 - Meters/ Mi.Nodes commissioned—14
- Received 293 phone calls.
 - Cemetery-0
 - Parks-8
 - Sanitation-66
 - Shop-3
 - Streets-10
 - Water/ Sewer-63
 - Misc/ Other Depts- 143