



CITY OF AVON PARK

**Highlands County, Florida
110 East Main Street
Avon Park, Florida 33825**

February 3, 2016

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

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, February 8, 2016, at 6:00 PM in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403 or email the City Clerk: Sutherland@avonpark.cc

Sincerely,

A handwritten signature in blue ink, appearing to read "Julian Deleon", is written over a horizontal line.

Julian Deleon
City Manager

American Legion Auxiliary
Unit 69
1301 Bell St.
Avon Park, Fl. 33825
863-453-4553

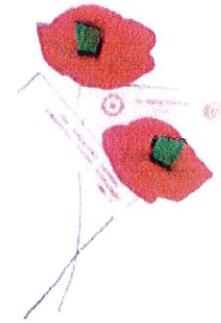
B-4



The American Legion Auxiliary Unit 69 will be having a Poppy Dinner in observance of our Veteran's. We would like to have your presence, to help us celebrate and give back to the Veteran's that have given us so much. Poppies are a symbol for them, and have been since 1919 when amidst complete devastation, the poppies bloomed on the battlefield of France where so many of our men had fallen in battle and that a replica of this has become the Memorial Flower of the American Legion Auxiliary. As every year we celebrate in February as our Poppy month. This is a symbol of our devotion to help and give back to the wounded and the disabled that need our help. We also help their families and children. Please help us give back to those that gave us our Freedom.

Thank You
Past President
Mary Striecker
Poppy Chairman

The Memorial Poppy



The poppy as the memorial flower for the American war dead is a tradition which began in the years following the first World War. Veterans returning to their homes in this country remembered the wild poppies which lined the devastated battlefields of France and Flanders, and the soldiers of all nations came to look upon the flowers as a living symbol of their dead comrades' sacrifice.

A Canadian officer, Colonel John McCrae who was killed during the war, immortalized the flowers in his famous poem, "In Flanders' Field." Its opening lines are familiar to millions of people around the world,

"In Flanders' field the poppies blow,
Between the crosses row on row---"

Returning servicemen brought with them memories of the battlefield poppies, and the flower soon took on a sacred significance. The red blossoms became the flower of remembrance for the men whose lives had been lost in the defense of freedom. As a memorial emblem of the war dead, it underlined the plight of those men who did not die, but returned permanently disabled. The poppy soon became a symbol of honoring the dead and assisting the living victims of the war.

Soon after the Armistice, patriotic organizations in different countries began conducting poppy campaigns. The flowers, made by disabled servicemen, raised funds for relief work among handicapped veterans and their families. Wearing a poppy came to mean honor the dead and help the living.

Wearing poppies in honor of the war dead first occurred in New York City on November 9, 1918. A YMCA staff

worker, Miss Moina Michael of Athens Georgia distributed poppies to a group of men attending the 25th conference of her organization.

The homecoming of the 32nd Division in Milwaukee in June, 1919 marked the beginning of the American Legion Auxiliary's poppy program. A coffee and doughnut booth decorated with paper poppies was stripped of its floral ornaments twice, and the passers-by who took the poppies left contributions on the counter. Several hundred dollars was contributed for the benefit of disabled veterans.

One of the Women in the booth, Mrs. Mary Hanecy, proposed that distributing poppies on the street at the time of Memorial Day would be an excellent way for American Legion post to raise money needed for rehabilitation work. She presented her idea to George F. Plant, a member of Post No. 1 in Milwaukee, and as result this group conducted a poppy distribution on Saturday before Memorial Day, 1920. Post No. 1 distributed 50,000 poppies and netted \$5,500 during the first regular conducted Poppy Day on record.

Mrs. Hanecy was awarded a Certificate of Merit during the American Legion Auxiliary's National Convention in Portland, Oregon in 1932 for her Poppy Day idea.

When Miss Moina Michael returned to her home in Georgia during the summer of 1920 she interested members of The American Legion in wearing poppies as an annual memorial to the war dead. The Georgia Department of The American Legion adopted the poppy as a memorial flower at its 1920 convention. Then the Georgia delegation took the idea to The American Legion National Convention at Cleveland in September, 1920 and the poppy was adopted as the American Legion Auxiliary's memorial flower.

The Auxiliary Program

The poppy program begins each year in the summer or fall when disabled veterans start making the flowers in government hospitals and special convalescent workshops

maintained by the Auxiliary. In the following months these men are given profitable employment shaping the red memorial flowers.

Manufacturing poppies aids the veteran both financially and psychologically. They are paid for the work they do regardless of any relief from long hours spent in a hospital ward. For many, it is the only opportunity to earn money during the year.

As each poppy leaves the hand of the disabled man it contributes monetary assistance for necessities and comforts not supplied by the hospitals - a small amount of savings for the veteran toward the day he can leave the hospital and financial assistance for his dependants. These men invariably ask the American Legion Auxiliary for permission to make more and more poppies, not only for money, but because the program offers them the opportunity to do something productive.

Poppy production is limited, however, to the number ordered by Auxiliary Units. It is a happy day in a hospital or workshop when a large order for poppies is received.



The contents of this site do not necessarily reflect the views or the opinions of the membership, the Post Officers, or the State or National parent organization; nor does the mention of a product or organizations imply endorsement.

This site was built and published 02/26/09, it was last updated on 07/26/2013 . [e-mail webmaster here](#)
This web site was donated, built and is maintained by Mike Torpey for post 163.

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
January 25, 2016 6:00 PM

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

Members Absent: None

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

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

Mayor Sharon Schuler announced the Closed Executive Session.

Mayor Sharon Schuler, all Members of the Council, City Manager Julian DeLeon, Labor Attorney Brian Koji, left the room for the noticed "Shade" /Closed Executive Session.

Closed Executive Session closed at 6:51 P.M.

Mayor Sharon Schuler called the Regular Council Meeting back to order.

Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve consent agenda as presented by City Manager Julian DeLeon. Motion passed unanimously.

Deputy Mayor Brenda Giles reported on ALPI. She attended the 47th anniversary ALPI Meeting in Orlando. Councilman Parke Sutherland reported on LR Transportation Group, with plans through 2060.

Ordinance 01-16: Second Reading. Annex 24 Parcels:

City Attorney Gerald Buhr read Ordinance 01-16 into the record. Mayor Sharon Schuler opened the public hearing. Seeing no show of hands, she closed the public hearing.

Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve second reading of Ordinance 01-16. Motion passed unanimously.

Resolution 16-02: Authorize Mayor Signature for FDOT agreement for airport fuel sump.

Attorney Gerald Buhr read Resolution 16-02 into the record.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Resolution 16-02 as presented. Motion passed unanimously.

Ordinance 02-16: Amending Fire Chapter 50 Second Reading:

City Attorney Gerald Buhr read Ordinance 02-16 into the record. Mayor Sharon Schuler opened the public hearing. Seeing no show of hands, she closed the public hearing.

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve second reading of Ordinance 16-02. Motion passed unanimously.

Ordinance 03-16: Amending Law Enforcement Chapter 54 Second Reading:

City Attorney Gerald Buhr read Ordinance 03-16 into the record. Mayor Sharon Schuler opened the public hearing, seeing no show of hands, she closed the public hearing.

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve Ordinance 03-16. Motion passed unanimously.

Resolution 16-03: Approve FDOT FM #438922-1-54-01 for N. Central Ave and approving Mayor Signature Authority:

City Attorney Gerald Buhr read Resolution 16-03 into the record.

Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve Resolution 16-03 as presented with amendments. Motion passed unanimously.

Meeting adjourned at 7:07 PM

Maria Sutherland, City Clerk

Sharon Schuler, Mayor



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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

E-11

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
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Michael A. Babb
Chair, Hillsborough

Randall S. Maggard
Vice Chair, Pasco

Jeffrey M. Adams
Secretary, Pinellas

David W. Dunbar
Treasurer, Hillsborough, Pinellas

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Wendy Griffin
Hillsborough

John Henslick
Manatee

George W. Mann
Polk

Michael A. Moran
Charlotte, Sarasota

Kelly S. Rice
Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E.
Executive Director

January 20, 2016

Julian Deleon, P.E., City Manager
City of Avon Park
110 East Main Street
Avon Park, Florida 33825

Subject: Expired Agreement for the Lake Tulane Implementation of BMPs
Phase 2 – Construction (N331)
Agreement No. 2011REV0009-B

Dear Mr. Deleon:

Enclosed are two originals of the expired agreement between the Southwest Florida Water Management District and the City of Avon Park for the **construction portion** of the subject project. Please have both originals signed, dated and return them to my attention. One fully executed original will be sent to you for your files after the District's executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4404.

Sincerely, 

Michael Peck, P.E.
Project Manager 4
Project Management Office

MCP/jl
K:\Springs&EnvFlowsProjects\N331 Lake Tulane Imp of BMPs\Correspondence\Letters\N331 Exp Agmnt AP for Exec.docx
Enclosures (2)
Cc File

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
LAKE TULANE IMPLEMENTATION OF BMPS
PHASE 2 – CONSTRUCTION (N331)

This AGREEMENT, effective as of the 30th day of June 2015, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF AVON PARK, a municipal corporation of the State of Florida, whose address is 110 East Main Street, Avon Park, Florida 33825, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an agreement effective March 1, 2014, as amended December 31, 2014, for the construction of several Best Management Practices (BMPs) to treat stormwater runoff before it enters Lake Tulane (Agreement No. 2011REV0009-A), which expired on June 30, 2015; and

WHEREAS, the parties hereto wish to enter into a new agreement, incorporating the terms and conditions of the expired Agreement No. 2011REV0009-A, and replace certain terms and conditions of the expired agreement with new terms and conditions.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of Agreement No. 2011REV0009-A are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.
2. Paragraph 5, Contract Period, of Agreement No. 2011REV0009-A, is hereby amended to the extent that the expiration date is December 31, 2015.

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Mark A. Hammond, P.E., Director Date
Resource Management Division

CITY OF AVON PARK

By: _____
Sharon Schuler, Mayor Date

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
LAKE TULANE IMPLEMENTATION OF BMPS
PHASE 2 – CONSTRUCTION (N331)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<i>12/29/15</i>	<i>msr/v</i>
RISK MGMT		
CONTRACTS	<i>RS</i>	<i>1-12-16</i>
BUREAU CHIEF	<i>JMS</i>	<i>1/19/16</i>
DIRECTOR	<i>MAM</i>	<i>1/19/16</i>
GOVERNING BOARD		



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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

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Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
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6750 Fruitville Road
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John Henslick
Manatee

George W. Mann
Polk

Michael A. Moran
Charlotte, Sarasota

Kelly S. Rice
Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E.
Executive Director

January 21, 2016

Julian Deleon, P.E., City Manager
City of Avon Park
110 East Main Street
Avon Park, Florida 33825

Subject: Expired Agreement for the Implementation of BMPs
Lake Isis Construction (B217)
Agreement No. 2012REV0001-B

Dear Mr. Deleon:

Enclosed are two originals of the expired agreement between the Southwest Florida Water Management District and the City of Avon Park for the **construction portion** of the subject project. Please have both originals signed, dated and return them to my attention. One fully executed original will be sent to you for your files after the District's executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4404.

Sincerely,

Michael Peck, P.E., PMP
Project Manager 4
Project Management Office

MCP/jl

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Enclosures (2)

Cc File

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
IMPLEMENTATION OF BMP'S LAKE ISIS CONSTRUCTION (B217)

This AGREEMENT, effective as of the 30th day of June 2015, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF AVON PARK, a municipal corporation of the State of Florida, whose address is 110 East Main Street, Avon Park, Florida 33825, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an agreement effective March 30, 2014, as amended December 31, 2014, for the construction of several Best Management Practices (BMPs) to treat untreated stormwater runoff before it enters Lake Isis (Agreement No. 2012REV0001-A), which expired on June 30, 2015; and

WHEREAS, the parties hereto wish to enter into a new agreement, incorporating the terms and conditions of the expired Agreement No. 2012REV0001-A, and replace certain terms and conditions of the expired agreement with new terms and conditions.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of Agreement No. 2012REV0001-A are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.
2. Paragraph 4, Completion Dates, of Agreement No. 2012REV0001-A, is hereby amended to the extent that construction of the PROJECT will be complete by December 31, 2015.
3. Paragraph 5, Contract Period, of Agreement No. 2012REV0001-A, is hereby amended to the extent that the expiration date is December 31, 2015.
4. The Project Schedule section of Exhibit "B," of Agreement No. 2012REV0001-A, is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

Complete Request for Bids and Selection of Contractor
Initiate Construction
Progress Meetings
Complete Construction Management/Oversight

DATE

October 1, 2103
March 29, 2014
Periodically (as needed)
December 31, 2015

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Mark A. Hammond, P.E., Director Date
Resource Management Division

CITY OF AVON PARK

By: _____
Sharon Schuler, Mayor Date

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
IMPLEMENTATION OF BMP'S LAKE ISIS CONSTRUCTION (B217)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>MBM</u>	<u>12/23/15</u>
RISK MGMT		
CONTRACTS	<u>RS</u>	<u>1-13-16</u>
BUREAU CHIEF	<u>JMS</u>	<u>1/19/16</u>
DIRECTOR	<u>Mark</u>	<u>1/19/16</u>
GOVERNING BOARD		



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WaterMatters.org

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Manatee

George W. Mann
Polk

Michael A. Moran
Charlotte, Sarasota

Kelly S. Rice
Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E.
Executive Director

January 21, 2016

Julian Deleon, P.E., City Manager
City of Avon Park
110 East Main Street
Avon Park, Florida 33825

Subject: Expired Agreement for the Implementation of BMPs
Lake Isis Design, Permitting, and Construction Engineering
and Inspection Services (B217)
Agreement No. 2010REV0014-B

Dear Mr. Deleon:

Enclosed are two originals of the expired agreement between the Southwest Florida Water Management District and the City of Avon Park for the design, permitting, and **construction engineering and inspection** portion of the subject project. Please have both originals signed, dated and return them to my attention. One fully executed original will be sent to you for your files after the District's executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4404.

Sincerely,

Michael Peck, P.E., PMP
Project Manager 4
Project Management Office

MCP/jl
K:\Springs&EnvFlowsProjects\B217 Isis-Tulane FY10\Correspondence\Avon Park\Design Permitting CE\B217 2nd Exp Agmnt AP for Exec.docx

Enclosures (2)
Cc File

COOPERATIVE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
IMPLEMENTATION OF BMPS IN THE LAKE WALES RIDGE WATERSHED
LAKE ISIS AND LAKE TULANE DESIGN, PERMITTING AND CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES (B217)

This AGREEMENT, effective as of the 30th day of June 2015, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF AVON PARK, a municipal corporation of the State of Florida, whose address is 110 East Main Street, Avon Park, Florida 33825, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an agreement effective March 30, 2014, as amended December 31, 2014, for the design, permitting, bid preparation and construction engineering and inspection services to implement construction of several Best Management Practices (BMPs) to treat untreated stormwater runoff before it enters Lake Isis and Lake Tulane (Agreement No. 2010REV0014-A), which expired on June 30, 2015; and

WHEREAS, the parties hereto wish to enter into a new Agreement, incorporating the terms and conditions of the expired Agreement No. 2010REV0014-A, and replace certain terms and conditions of the expired agreement with new terms and conditions.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of Agreement No. 2010REV0014-A are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.
2. Paragraph 4, Completion Dates, of Agreement No. 2010REV0014-A, is hereby amended to the extent that the PROJECT will be complete by November 30, 2015.
3. Paragraph 5, Contract Period, of Agreement No. 2010REV0014-A, is hereby amended to the extent that the expiration date is December 31, 2015.
4. The Project Schedule section of Exhibit "B", of Agreement No. 2010REV0014-A, is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DATE

Complete Request for Bids and Selection of Contractor	November 30, 2010
Complete Preliminary Design	April 30, 2011
Public Meetings	May 31, 2011
Complete Final Design Plans and Const. Documents	July 31, 2011
Permitting Services	August 31, 2011
Progress Meetings	Periodically (as needed)
Complete Construction Bid Specifications	August 31, 2011
Initiate Construction	February 28, 2014
Complete Construction Management/Oversight	December 31, 2015

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Mark A. Hammond, P.E., Director Date
Resource Management Division

CITY OF AVON PARK

By: _____
Sharon Schuler, Mayor Date

COOPERATIVE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
IMPLEMENTATION OF BMPS IN THE LAKE WALES RIDGE WATERSHED
LAKE ISIS AND LAKE TULANE DESIGN, PERMITTING AND CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES (B217)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<i>MBM</i>	<i>12/28/15</i>
RISK MGMT	_____	_____
CONTRACTS	<i>RS</i>	<i>1-12-16</i>
BUREAU CHIEF	<i>Jms</i>	<i>1/19/16</i>
DIRECTOR	<i>MBM</i>	<i>1/19/16</i>
GOVERNING BOARD	_____	_____

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FIRST ADDENDUM TO THE
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF AVON PARK AND
THE FIRM OF POLSTON ENGINEERING, INC.
EXECUTED JUNE 6, 2011

I. PURPOSE

This is an Addendum ("Addendum") to the Agreement for Professional Engineering Services between The City of Avon Park and the firm of Polston Engineering, Inc., executed June 6, 2011 ("Main Agreement"). The purpose of this Addendum is to:

1. Provide Florida Department of Transportation (FDOT) required contract language, but not restricting application of the new language to only FDOT-financed projects; and,
2. Extend the existing termination date by two (2) years.

The following shall be made part of the original contract.

II. INDEMNIFICATION: The following shall be added to section 9 of the Main Agreement for All Future Projects:

"To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

To the fullest extent permitted by law, the Recipients consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or personal employed or utilized by the consultant in the performance of the Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

III. E-VERIFICATION

Vendors/Contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vender/Contractor during the term of the contract.

Vendors/Contractors shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the subcontractor during the contract term.

IV. Extension of Termination Date.

As provided in section 1.1 of the Main Agreement to which this Addendum applies, the Main Agreement including the additional terms of this Addendum are extended by two (2) additional years.

IN WITNESS WHEREOF, the parties have made and executed this Contract, commencing the last day and year below written.

PROFESSIONAL: Polston Engineering, Inc.

By: Roger Dale Polston

Date 1/28/2016

By: Roger Dale Polston, P.E. President

ATTEST M Spotts

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS APPROVED

By: _____
Jimmy Runner, Director of Public Works

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF CITY OF AVON PARK ONLY

By: _____
Gerald Buhr, City Attorney

Date: _____

CITY OF AVON PARK

By: _____
Sharon Schuler, Mayor

Date: _____

ATTEST:

Maria Sutherland, City Clerk

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT dated this _____ day of _____ 20____, between the CITY OF AVON PARK, 110 E. Main Street, Avon Park, FL 33825, hereinafter referred to as the "CITY", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the CITY and the COUNTY hereby agree as follows:

1. The purpose of this Interlocal Agreement is to provide for the operation and maintenance of recreation facilities by the CITY. This Interlocal Agreement has been executed pursuant to Section 163.01, et seq., Florida Statutes.
2. The following terms used in this Interlocal Agreement are defined as follows:
 - a. "Maintenance" means all reasonable and necessary costs of custodial and groundskeeping services and normal repairs to facilities, including materials used by and salaries and benefits of staff performing custodial and groundskeeping services. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.
 - b. "Operation" means costs associated with providing the facility for public use, such as utilities (water, sewer, electric, etc.) and operating supplies. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.
 - c. "Pass-through programs" means any programs or services provided by vendors that contract with the CITY to provide programs or services other than maintenance services. This includes vendors that receive financial assistance for providing programs.
 - d. "Capital expenditure" means any expenditure for any item or group of similar items costing more than \$1,000.00.
3. The CITY maintains public recreation facilities located in the incorporated area of the CITY. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the CITY. The CITY has requested that the COUNTY assist the CITY in providing the funding required to operate and maintain the public recreation facilities listed on Exhibit "A" to this Agreement during its fiscal year ending September 30, 2016.
4. The COUNTY agrees to obligate and make available to the CITY up to \$110,000 to be used for actual operation and maintenance expenditures as provided in the CITY adopted recreation budget as

contained in Exhibit "B" for the recreation facilities listed on Exhibit "A". The COUNTY will release the funds on a reimbursement basis to the CITY upon presentation of payment requests and expenditure documentation to the COUNTY as provided in this Agreement. The requests shall be in sufficient detail for a proper pre-audit and post-audit thereof. The CITY and the COUNTY understand and agree that reimbursement of funds by the COUNTY shall be for goods and services received by the CITY for operation and maintenance of those recreation facilities during FY 2015/2016 pursuant to Exhibits "A" and "B". This may include retroactive costs incurred during FY 2015/2016 prior to the execution date of this Agreement.

5. All reimbursement requests from the CITY shall be received by the COUNTY by October 31, 2016.
6. Capital expenditures are not reimbursable by the COUNTY pursuant to this Interlocal Agreement, and the CITY shall not include any capital expenditure in any reimbursement request submitted to the COUNTY pursuant to this Interlocal Agreement.
7. The CITY agrees to provide documentation of any methodology used to allocate salaries and benefits for any employees that provide services for recreation facilities on less than a full time basis.
8. The COUNTY agrees that the CITY may establish differential fees to charge between the CITY residents and COUNTY residents that participate in the recreation programs at the facilities included in Exhibit "A".
9. The CITY agrees to save and hold harmless the COUNTY, its officers, agents, and employees from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the CITY's obligations contained herein.
10. This Interlocal Agreement shall become effective upon execution by the CITY and the COUNTY.
11. The CITY shall retain all records supporting costs incurred pursuant to this Agreement for three (3) years after the fiscal year in which the final payment was released by the COUNTY or until final resolution of matters arising from any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.
12. The COUNTY reserves the right to inspect the recreation facilities listed on Exhibit "A" hereto as well as the right to audit any and all financial records pertaining to those recreation facilities at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY should the CITY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.
13. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's material non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within thirty (30) days after receiving notice thereof from the COUNTY, or within such additional time as the COUNTY may allow, and if the CITY fails to cure such material non-compliance within the time allowed, the CITY

agrees to return said funds to the COUNTY within sixty (60) days after termination and demand for refund by the COUNTY.

14. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.
15. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto, and attached to the original of this Interlocal Agreement.
16. The CITY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY shall:
 1. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.
 2. Require all contractors and subcontractors working on behalf of the CITY on projects that will be submitted for reimbursement pursuant to this Agreement to: (i) include, and to require the inclusion of, this paragraph 16, substituting the name of the contractor or subcontractor for the word CITY, in each contract and subcontract for work that will be submitted for payment reimbursement pursuant to this Agreement and (ii) supply to the City of Avon Park documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.
17. This Interlocal Agreement is binding upon the parties, their successors, and their assigns.

DATED this _____ day of _____, 20____.

Attest:

CITY OF AVON PARK

City Manager

By: _____
Mayor

DATED this _____ day of _____, 20____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA**

By: _____
Clerk of Courts

By: _____
Chairperson

Approved as to Risk/Indemnity Provision

Approved as to Form

By: _____
Risk Management Department

By: _____
County Attorney

Approved as to Administrative Policy

Approved as to Budgetary Requirements

By: _____
County Administrator

By: _____
OMB Department

Approved as to Purchasing Requirements

By: _____
Purchasing Department

EXHIBIT "A" (AVON PARK RECREATION / PARKS)

- A. **Martin Luther King Recreation Center (previously Memorial Field) – State Street**
- Recreation Center (1)
 - Football Field (1)
 - Soccer Fields (2)
 - Track (1)
 - Playground (1)
- B. **Durrah-Martin Complex – West Hall Street**
- Baseball Fields (4)
 - Playground
 - Batting Cages
- C. **Lucy Derkman Complex – North Anoka Ave (Avon Elementary)**
- Softball Fields (2)
 - Batting Cages
- D. **Donaldson Park**
- Permitted Swimming Area and Beach
 - Playground
 - Beach
 - Tennis Courts (4)
- E. **Lake Tulane Beach**
- Permitted Swimming Area
 - Play Area (1)
- F. **Senior Activities Club – Main Street**
- Shuffleboard Courts
- G. **Aline McWhite Park – First Street**
- Playground
 - Outdoor Basketball Court
- H. **Walnut Street Park**
- Baseball Field (1)
 - Outdoor Basketball Court (1)
 - Play Area (1)
- I. **Hicks Boat Ramp**
- J. **The Mall- Passive Recreation**
- K. **Veterans Memorial Park (Passive Recreation)**

PREPARED 06/19/15, 18:31:34
2916DEP1

PARKS

PREPARED 06/19/15, 18:31:34
2916DEP1

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2016

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2013 ACTUALS	2014 ACTUALS	2015 ACTUALS	2015 ORIGINAL BUDGET	2015/2016 REQUESTED
PARKS						
CULTURE/RECREATION PARKS						
001-0601-572.12-00	REGULAR SALARIES & WAGES	67,377.00	46,398.00	35,274.00	46,831.00	45,535.00
001-0601-572.14-00	OVERTIM	780.00	351.00	320.00	1,000.00	1,000.00
001-0601-572.21-00	FICA	5,127.00	3,501.00	2,690.00	3,523.00	3,436.00
001-0601-572.22-00	RETIREMENT CONTRIBUTIONS	594.00	-	669.00	-	2,779.00
001-0601-572.22-05	FRS EMPLOYEE CONT PD CITY	309.00	-	-	-	-
001-0601-572.22-14	CITY PLAN	6,086.00	4,251.00	2,789.00	4,865.00	843.00
001-0601-572.23-00	LIFE & HEALTH INSURANCE	1,079.00	276.00	227.00	303.00	303.00
001-0601-572.23-20	UHC	7,844.00	6,580.00	5,975.00	8,693.00	9,022.00
001-0601-572.23-30	3769 HEALTH INSURANCE	127.00	10.00	-	-	-
001-0601-572.25-00	UNEMPLOYMENT COMPENSATION	4,950.00	4,125.00	-	-	-
001-0601-572.34-00	OTHER CONTRACTUAL SERVICE	59,763.00	55,257.00	-	-	-
001-0601-572.34-50	PRE-EMPLOYMENT	-	46.00	-	-	-
001-0601-572.41-00	COMMUNICATION SERVICES	1,224.00	1,155.00	741.00	1,200.00	1,200.00
001-0601-572.42-10	TRAINING SCHOOLS	94.00	500.00	-	500.00	500.00
001-0601-572.42-20	GASOLINE	15,078.00	7,137.00	968.00	13,000.00	13,000.00
001-0601-572.42-30	DIESEL	2,244.00	4,198.00	1,957.00	3,500.00	3,500.00
001-0601-572.43-10	ELECTRICITY	3,167.00	10,943.00	3,977.00	7,000.00	7,000.00
001-0601-572.43-12	ANOKA-SOFTBALL FIELD	777.00	322.00	551.00	750.00	750.00
001-0601-572.43-15	DURRAH MARTIN	6,365.00	2,264.00	3,985.00	7,800.00	7,800.00
001-0601-572.43-16	MEMORIAL FIELD-FOOTBALL	6,014.00	2,483.00	2,939.00	5,500.00	5,500.00
001-0601-572.43-17	ALINE MCWHITE PLAYGROUND	353.00	219.00	141.00	700.00	700.00
001-0601-572.43-18	LAKE TULANE	161.00	64.00	76.00	500.00	500.00
001-0601-572.43-30	WATER	7,182.00	4,877.00	5,000.00	9,000.00	9,000.00
		196,695.00	154,957.00	68,279.00	114,665.00	112,368.00

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2013 ACTUALS	2014 ACTUALS	2015 ACTUALS	2015 ORIGINAL BUDGET	2015/2016 REQUESTED
001-0601-572.43-32	DURRAH MARTIN	1,060.00	972.00	1,094.00	2,500.00	2,500.00
001-0601-572.43-33	HEAD FIELD	181.00	168.00	143.00	-	-
001-0601-572.43-34	ANOKA-SOFTBALL	4,091.00	3,437.00	2,284.00	5,000.00	5,000.00
001-0601-572.43-35	WATER DONALDSON PARK	2,930.00	2,886.00	2,208.00	3,600.00	3,600.00
001-0601-572.43-36	MEMORIAL FIELD - FOOTBALL	461.00	353.00	84.00	800.00	800.00
001-0601-572.43-38	ALINE MCWHITE PLAYGROUND	5,021.00	5,209.00	4,000.00	5,100.00	5,100.00
001-0601-572.45-10	PROPERTY & OTHER INS	14,801.00	11,036.00	8,846.00	16,000.00	16,000.00
001-0601-572.46-10	BUILDINGS REP & MAINT	315.00	1,226.00	2,516.00	500.00	500.00
001-0601-572.46-20	VEHICLES REP & MAINT	2,313.00	680.00	2,286.00	3,000.00	3,000.00
001-0601-572.46-40	MACHINERY REP & MAINT	5,335.00	4,062.00	3,460.00	6,000.00	6,000.00
001-0601-572.46-41	MALL MAINTENANCE	6,030.00	4,126.00	907.00	4,000.00	4,000.00
001-0601-572.46-42	LAKE MAINTENANCE	7,313.00	4,538.00	5,751.00	7,200.00	7,200.00
001-0601-572.46-43	LAKE TULANE	4,740.00	4,466.00	4,334.00	7,000.00	7,000.00
001-0601-572.46-44	SPRINKLERS	-	-	310.00	500.00	500.00
001-0601-572.46-46	REPLACEMENT & MAINTENANCE	-	299.00	-	-	-
001-0601-572.48-00	PARK MAINTENANCE	5,577.00	5,049.00	26,593.00	7,000.00	45,000.00
		60,168.00	48,507.00	64,816.00	68,200.00	106,200.00

LEVEL	TEXT	TEXT AMT
16AB	FIELD MAINTENANCE CONTRACT WITH RIVERGREENS	45,000.00
		45,000.00
001-0601-572.48-05	PLAYGROUND MAINT.	2,272.00
001-0601-572.48-10	TENNIS COURT MAINTENANCE	-
001-0601-572.48-15	MEMORIAL FOOTBALL FIELD	1,777.00
001-0601-572.48-20	DONALDSON PARK MAINT	1,228.00
001-0601-572.48-25	DURRAH MARTIN FIELD	3,568.00
		8,845.00

LEVEL	TEXT	TEXT AMT	2015 ACTUALS	2015 ORIGINAL BUDGET	2015/2016 REQUESTED
16AB	FIELD MAINTENANCE CONTRACT WITH RIVERGREENS	45,000.00	45,000.00	68,200.00	106,200.00
001-0601-572.48-05	PLAYGROUND MAINT.	2,272.00	1,440.00	2,900.00	2,900.00
001-0601-572.48-10	TENNIS COURT MAINTENANCE	-	-	600.00	600.00
001-0601-572.48-15	MEMORIAL FOOTBALL FIELD	1,777.00	4,322.00	5,000.00	5,000.00
001-0601-572.48-20	DONALDSON PARK MAINT	1,476.00	2,502.00	2,000.00	2,000.00
001-0601-572.48-25	DURRAH MARTIN FIELD	2,853.00	3,829.00	3,000.00	3,000.00
		9,742.00	12,093.00	13,500.00	13,500.00

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2013 ACTUALS	2014 ACTUALS	2015 ACTUALS	2015 ORIGINAL BUDGET	2015/2016 REQUESTED
001-0601-572.48-28	ANOKA SOFTBALL FIELD	274.00	358.00	470.00	500.00	500.00
001-0601-572.49-10	ADVERTISING EMP.	-	-	-	250.00	250.00
001-0601-572.51-00	OFFICE SUPPLIES	-	33.00	44.00	150.00	150.00
001-0601-572.52-00	OPERATING SUPPLIES	1,349.00	508.00	1,972.00	2,000.00	2,000.00
001-0601-572.52-49	JANITORIAL SUPPLIES	-	3,384.00	2,638.00	-	-
001-0601-572.56-00	UNIFORMS	759.00	632.00	879.00	1,400.00	1,400.00
001-0601-572.63-25	FRDAP	-	-	-	400,000.00	400,000.00
001-0601-572.63-31	MEMORIAL FLD LOCKER ROOM	35,725.00	-	-	-	-
		38,107.00	4,915.00	6,003.00	404,300.00	404,300.00
*		304,712.00	217,224.00	151,191.00	600,665.00	636,368.00
**	PARKS	304,712.00	217,224.00	151,191.00	600,665.00	636,368.00
***	CULTURE/RECREATION	304,712.00	217,224.00	151,191.00	600,665.00	636,368.00
****	PARKS	304,712.00	217,224.00	151,191.00	600,665.00	636,368.00

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2016

2013 ACTUALS 2014 ACTUALS 2015 ACTUALS 2015 ORIGINAL BUDGET 2015/2016 REQUESTED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2013 ACTUALS	2014 ACTUALS	2015 ACTUALS	2015 ORIGINAL BUDGET	2015/2016 REQUESTED
RECREATION						
CULTURE/RECREATION						
RECREATION						
001-0651-575.12-00	REGULAR SALARIES & WAGES	51,130.00	41,086.00	22,784.00	39,577.00	36,952.00
001-0651-575.13-00	OTHER SALARIES & WAGES	5,876.00	9,369.00	-	19,890.00	13,260.00
001-0651-575.14-00	OVERTIM	-	-	1.00	-	-
001-0651-575.21-00	FICA	4,316.00	3,827.00	1,742.00	4,543.00	3,847.00
001-0651-575.22-00	RETIREMENT CONTRIBUTIONS	-	-	495.00	-	2,266.00
001-0651-575.22-14	CITY PLAN	3,826.00	2,725.00	552.00	1,080.00	-
001-0651-575.23-00	LIFE & HEALTH INSURANCE	155.00	134.00	38.00	51.00	51.00
001-0651-575.23-20	UHC	5,350.00	3,010.00	993.00	1,397.00	1,514.00
001-0651-575.25-00	UNEMPLOYMENT COMPENSATION	76.00	9.00	-	-	-
001-0651-575.34-00	OTHER CNTRACTUAL SERVICE	5,449.00	6,193.00	3,740.00	7,000.00	7,000.00
001-0651-575.34-50	PRE-EMPLOYMENT	168.00	640.00	-	1,000.00	1,000.00
001-0651-575.41-00	COMMUNICATIONS SERVICES	951.00	1,111.00	700.00	1,200.00	1,200.00
001-0651-575.42-10	TRAINING SCHOOLS	-	-	-	1,000.00	1,000.00
001-0651-575.42-20	GASOLINE	751.00	2,484.00	763.00	1,000.00	1,000.00
001-0651-575.42-30	DIESEL	930.00	101.00	-	1,000.00	1,000.00
001-0651-575.43-10	ELECTRICITY	19,366.00	20,239.00	10,839.00	20,000.00	21,000.00
001-0651-575.43-30	WATER	1,275.00	1,271.00	1,208.00	1,600.00	1,600.00
001-0651-575.44-00	RENTALS & LEASES	812.00	847.00	307.00	2,300.00	2,300.00
001-0651-575.45-10	PROPERTY & OTHER INS	33,303.00	24,829.00	19,350.00	35,000.00	35,000.00
001-0651-575.46-10	BUILDINGS REP & MAINT	9,748.00	9,325.00	835.00	15,000.00	15,000.00
001-0651-575.46-20	VEHICLES REP & MAINT	209.00	518.00	690.00	1,000.00	1,000.00
001-0651-575.46-40	MACHINER REP & MAINT	-	67.00	18.00	1,000.00	1,000.00
001-0651-575.46-46	REPLACEMENT & MAINTENANCE	-	798.00	-	1,000.00	1,000.00
		143,691.00	128,583.00	65,055.00	154,638.00	146,990.00

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2013 ACTUALS	2014 ACTUALS	2015 ACTUALS	2015 ORIGINAL BUDGET	2015/2016 REQUESTED
001-0651-575.49-10	ADVERTISING	179.00	-	-	400.00	400.00
001-0651-575.51-00	OFFICE SUPPLIES	-	30.00	1,636.00	-	-
001-0651-575.52-00	OPERATING SUPPLIES	2,242.00	3,237.00	1,643.00	3,000.00	3,000.00
001-0651-575.58-00	PROGRAMS	3,692.00	3,271.00	-	5,000.00	5,000.00
001-0651-575.58-27	YOUTH BASKETBALL	695.00	1,540.00	-	-	-
001-0651-575.64-00	MACHINERY & EQUIPMENT	-	6,749.00	-	-	-
		6,808.00	14,827.00	3,279.00	8,400.00	8,400.00
*		150,499.00	143,410.00	68,334.00	163,038.00	155,390.00
** RECREATION		150,499.00	143,410.00	68,334.00	163,038.00	155,390.00
*** CULTURE/RECREATION		150,499.00	143,410.00	68,334.00	163,038.00	155,390.00
**** RECREATION		150,499.00	143,410.00	68,334.00	163,038.00	155,390.00

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2016

2013 ACTUALS 2014 ACTUALS 2015 ACTUALS 2015 ORIGINAL BUDGET 2015/2016 REQUESTED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2013 ACTUALS	2014 ACTUALS	2015 ACTUALS	2015 ORIGINAL BUDGET	2015/2016 REQUESTED
COMMUNITY CENTER						
CULTURE/RECREATION						
COMMUNITY CENTER						
001-0661-576.34-00	OTHER CONTRACTUAL SERVICE	14,631.00	14,374.00	75.00	-	-
001-0661-576.41-00	COMMUNICATIONS SERVICES	955.00	600.00	316.00	1,500.00	1,500.00
001-0661-576.43-10	ELECTRICITY	8,209.00	9,622.00	4,177.00	10,000.00	10,000.00
001-0661-576.43-30	WATER	1,869.00	1,603.00	1,814.00	2,000.00	2,000.00
001-0661-576.45-00	INSURANCE/COMM.CTR.	11,068.00	4,139.00	3,870.00	7,000.00	7,000.00
001-0661-576.46-10	BUILDINGS REP & MAINT	2,354.00	7,962.00	4,274.00	4,000.00	4,000.00
001-0661-576.46-46	REPLACEMENT & MAINTENANCE	-	347.00	542.00	-	-
001-0661-576.52-00	OPERATING SUPPLIES	325.00	326.00	81.00	1,000.00	1,000.00
001-0661-576.63-00	IMPROVEMENTS BUILDING	-	-	-	-	-
		39,411.00	38,973.00	15,149.00	25,500.00	25,500.00
*		39,411.00	38,973.00	15,149.00	25,500.00	25,500.00
** COMMUNITY CENTER						
*** CULTURE/RECREATION						
**** COMMUNITY CENTER						
***** PARKS						
		494,622.00	399,607.00	234,674.00	789,203.00	817,258.00



E-17

LAND PLANNING
SITE DESIGN
SOIL SCIENCE
ROAD DESIGN
WATER SYSTEM DESIGN
WASTE WATER DESIGN

P.O. BOX 588, SEBRING, FLORIDA 33871-0588 * (863) 385-5564 * FAX (863) 385-2462

February 3, 2016

Mr. Julian Deleon, City Administrator
City of Avon Park
110 E. Main Street
Avon Park, FL 33825

Re: North Central Avenue SCOP Project Improvements (W. Main Street to CR 17A)
Engineering Design Proposal

Dear Julian,

Polston Engineering, Inc. proposes to provide civil engineering services for proposed FDOT SCOP Project improvements to North Central Avenue between West Main Street and CR 17A. We will perform a visual inspection of the existing conditions, perform a geotechnical inspection (core borings) of the existing road structure and conditions and also topographically survey the existing road and right of way. Based upon the survey and inspections we will prepare preliminary plans for City and FDOT review and approval. Once the preliminary construction plans are approved we will prepare the final construction plans, specifications and bid documents for City and FDOT approval. Applications and plans to obtain any other permits, such as SWFWMD, if any are required are included.

Polston will provide these services for fees as follows:

Geotechnical work – Core Borings - \$5,250.00
Topographical Survey of the road and right of way - \$12,500.00
Civil Engineering – Preliminary plans, final plans specifications and bid documents - \$41,500.00

It is our understanding that the design firm is not allowed to do any construction inspections or asbuilts so those items are not included in our fees. We assume there are no application fees, so they are not included.

Thank you for considering Polston Engineering Inc. If you have any questions or need any additional information, please let me know.

Sincerely, *Roger Dale Polston 2/3/2016*

Roger Dale Polston, FL PE #33222
Polston Engineering, Inc. BPE CA #5684

AGREEMENT

This is an Agreement dated as of the 8th day of February in the year 2016 ("Agreement") by and between City of Avon Park, a Florida municipal corporation ("City") and Excavation Point, Inc , ("Contractor").

PREMISE. The City issued an Invitation to Bid for an Annual Infrastructure Construction and Repairs Services to include but not limited to, time and materials, unit costs for equipment, manpower, and subcontractors.

1. **SERVICES WITHIN THE CITY OF AVON PARK, FL.** The City has reviewed the bids and has determined that the Contractor's bid was acceptable, and would like for the Contractor to do work as shown in the bid specifications and as provided in this Agreement, and the Contractor agrees to do so in accordance with this Agreement.
2. **AGREEMENT.** In consideration of the mutual promises herein and other good and valuable considerations, the parties agree that Contractor will provide, at Contractor's cost and expense, all machinery, equipment, tools, superintendence, labor, insurance and all other accessories, materials and services necessary to provide the work in accordance with the bid specifications which are made a part hereof, upon the terms and conditions set forth herein. The City will assign work or not assign work at the City's discretion, and only when such work becomes available ("piece work"), and such work is in the Contractor's bid. The Contractor agrees to perform such piece work within the stated amounts in the Contractor's bid, according the bid documents and this Agreement. The specifications for these services are included as part of this Agreement. In exchange for that work, the City agrees to pay the Contractor as provided in the bid documents and the Contractor's bid.
3. **COMMENCEMENT AND COMPLETION.** The Contractor will be required to commence work under this Agreement when assigned, within fifteen (10) calendar days after the receipt by him of the Notice to Proceed.

4. PRICE AND TERM. The Contractor bid price for Infrastructure Construction/Repair Annual Contract 102-15 is described in Contractor's bid tabulation sheet as Exhibit "B" of the specifications. This is a one year continuing services Agreement. Contractor may submit invoices to City once per month for work performed until completion of job. This Agreement will have duration of one (1) year, starting on date mutually agreed upon in this Agreement. The City and the Contractor may mutually opt to extend this Agreement for up to three additional years from the award date. A maximum CPI increase of 3% annually is authorized if mutually agreed by the City and the Contractor.
5. LAWS AND REGULATIONS. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.
6. WORKMANSHIP. Contractor shall, in a good workman like manner, perform all work pursuant to the specifications and construction plans.
7. LABOR: Contractor shall be responsible to hire labor of legal working status in the United States of America for work within the service area. The Contractor will provide proof of legal working status of Contractor and/ or Contractor's employees and sub-contractors and/or their employees who are awarded this bid. E-Verify will be used to determine legal status verification. As part of the response to the bid, the contractor shall complete and submit "Affidavit Certification- Immigration Laws" form as Exhibit "A" of the specifications. The City reserves the right to revoke award if Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. Davis-Bacon Rules may apply. The City of Avon Park is not responsible in any way; for any Federal, State or local legal repercussions the Contractor or his subcontractors may incur as a result of employee verifications.
8. DRUG-FREE WORKPLACE. Contractor acknowledges that the City is a drug-free workplace. Contractor covenants that all employees of Contractor working upon City property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

9. INSPECTION AND CORRECTION OF WORK. All work by Contractor will be monitored and or inspected by the appropriate persons including the Public Works Director or otherwise designated by the City Manager from time to time. Contractor shall notify the City of completion of work. The City's inspector or designee will then inspect the work and, if they find that it has not been satisfactorily done in accordance with the specifications and construction plans, said work shall be promptly corrected by Contractor, at Contractor's expense.
10. INSURANCE. The Contractor, upon his part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including without limitation homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing his obligations under this Agreement. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of his servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by City:

Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability: Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence, \$1,000,000 for all occurrences. If such CGL insurance contains a general aggregate limit, it shall apply separately to the assigned location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance: (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

City Named-Insured on Policies. For each of the policies required above, the City shall be a named insured, receiving not less than thirty (30 days of notice in the event of policy cancellation.

11. INDEMNITY AND HOLD HARMLESS. Contractor shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Planner shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for the City Attorney or counsel selected by City Attorney to defend City. To the extent considered necessary or prudent by the City Attorney, any sums due to Contractor under this Agreement may be retained by City until all of the City 's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City. Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

The rights, provisions and obligations of this Section shall survive the termination of this Agreement.

12. DAMAGE TO PROPERTY. Contractor agrees that any damage caused by personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.
13. EQUIPMENT AND SAFETY. All equipment utilized by Contractor to provide the services under this Agreement must be free of mechanical defects or other conditions, which may cause injury to persons or property of City or third parties. Contractor hereby agrees to hold City harmless from any damages or injuries that may occur during Contractor's work under this Agreement. Contractor shall comply with all safety and health regulations, which may be applicable to services rendered under this Agreement.
14. ACCEPTANCE AND FINAL PAYMENT: Upon notice that the work is ready for final inspection and acceptance, a representative from the City's inspector will promptly make such inspection. When he finds the work is acceptable under this Agreement, he will promptly report to the City Manager or his designee the work provided for in this Agreement has been completed, and accepted by him under the terms and the conditions thereof.
15. ASSIGNMENT OF WORK: The City does not have any obligation to assign any work under this Agreement. The work is based on an "as needed" basis as determined by the City.
16. EARLY TERMINATION: Should the Contractor violate any provision of this Agreement, or if the service levels being provided by Contractor do not meet the expectations of City on a consistent and continuing basis, City may cancel this Agreement upon fifteen (15) days written notice thereof from City to Contractor.
17. DEFAULT: Should either party seek to enforce the terms of this contract through the courts, the prevailing party shall be entitled to recover all costs thereof, including a reasonable attorney's fee and paralegal's expenses, from the losing party, before trial, at trial and on appeal.
18. MULTIPLE ORIGINALS: This Agreement is executed in multiple copies, each of which shall be deemed an original.
19. VENUE: The parties acknowledge that Highlands County, Florida is the proper venue for any litigation regarding this contract.

20. WAIVER OF JURY TRIAL: The parties agree to a waiver of jury trial over any disputes, and instead agree to arbitration or bench trial.
21. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP: The terms and conditions in this Lease are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Lease or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Lease were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

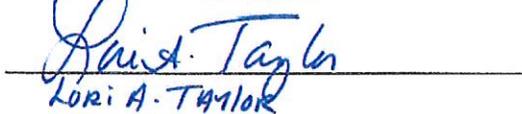
IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

Signed and sealed by the CONTRACTOR

EXCAVATION POINT, INC

In the presence of:


MICHELLE SHEETS


LORI A. TAYLOR


PRESIDENT SIGNATURE

TAL J. RANCOURT

=====

Attested:

CITY OF AVON PARK, FLORIDA

Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LL

DATE (MM/DD/YYYY)

12/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIRST INSURANCE OF LAKE PLACID 255 E INTERLAKE BLVD. LAKE PLACID, FL 33852- Laurie M. Slade		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: EXCAP-1	
INSURED Excavation Point, Inc. 7944 S. George Blvd. Sebring, FL 33872		INSURER(S) AFFORDING COVERAGE INSURER A : Owners Insurance Co. NAIC # 32700 INSURER B : Auto Owners Insurance Co. 18988 INSURER C : Florida Citrus, Business & INSURER D : Industry INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU incl <input checked="" type="checkbox"/> Broad Form incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	72728871	12/30/2015	12/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	9542217700	07/16/2015	07/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		4125735800	12/30/2015	12/30/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	55927	12/30/2015	12/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Airport Drainage Improvements at City of Avon Park Airport

CERTIFICATE HOLDER**CANCELLATION**

CITYOFA City of Avon Park fax 863-452-4413 110 E. Main St. Avon Park, FL 33825	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laurie M. Slade
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**Exhibit-H, OFFICIAL BID FORM BID # 102-15
INFRASTRUCTURE CONSTRUCTION/REPAIR ANNUAL CONTRACT**

ITEM	PRODUCT	PRICE	
	All Pricing includes Labor, materials and equipment, unless otherwise indicated on line item below.		
1	Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	11.50	LF
2	Remove and Replace Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	16.50	LF
3	Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	15.50	LF
4	Remove and Replace Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	22.00	LF
5	Concrete Traffic Separator (4' wide)	21.50	LF
6	Remove Concrete Curb (Type "D") or (Type "F") (Order minimum will be 100 ft)	7.00	LF
7	Concrete Valley Curb (Order minimum will be 80 ft)	14.75	LF
8	Concrete flume construction 3 ft by 4 ft, 6" thick	460.00	EA
9	Concrete Sidewalk (5' wide & 4" thick) (Order minimum will be 40 LF)	332.00	CY
10	Concrete Sidewalk (8' wide & 4" thick) (Order minimum will be 40 LF)	332.00	CY
11	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick <10 Cubic Yards	332.00	CY
12	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick >10 Cubic Yards	292.00	CY
13	Remove concrete sidewalk 4" thick	13.50	SY
14	Remove Concrete driveway/sidewalk 4" to 8" thick	60.00	TON
15	HMA Overlay S-III, includes materials, trucking, MOT and labor to overlay roadways, minimum work aggregate amount \$9,000.	106.00	TON
16	Mill road 1" thick	3.25	SY
17	Mill road 1.5" thick	3.25	SY
18	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	16.50	CY
19	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles to 6 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	17.60	CY
20	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 5-miles to 10 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	18.70	CY
21	Cost to excavate new percolation pond/retention pond. (5000 CY Minimum)	2.00	CY
22	Cost to transport material less than 1-mile (5000 CY Minimum)	2.50	CY
23	Adjust Manhole to Grade	225.00	EA
24	Adjust Type "C" Basin top to Grade	395.00	EA
25	Remove and Replace Type "C" Basin top to Grade	1150.00	EA

26	Adjust Water Valve Box to Grade	110.00	EA
27	Remove and Replace Water Valve Box	140.00	EA
28	ADA Ramp new	355.00	EA
29	ADA Ramp Remove and Replace	465.00	EA
30	Detectable Warning for ADA	265.00	EA
31	Cost for Rubber tire backhoe and ONE skilled operator only. Hours (8 to 5PM)	880.00	DAY
32	Cost for ONE skilled utility laborer. Hours (8 to 5PM)	256.00	DAY
33	Cost for Trackhoe and ONE skilled operator only, medium sized machine. Hours (8 to 5PM)	1136.00	DAY
34	Cost for <u>one skilled utility</u> underground Licensed Certified Contractor to run and manage work site. (No equipment or tools) Hours (8 to 5PM)	500.00	DAY
35	Cost for welding and fabrication (City purchases materials)	75.00	HOUR
36	Cost to install and operate Dewatering system (well point with 10 points for a 5-day minimum order.)	575.00	DAY
37	Cost to install and operate Dewatering system (well point with 10 points for a 10-day minimum order)	575.00	DAY
38	Subcontractor mark-up fee for rented equipment, and materials purchases for additional services as requested by the City. Three written prices are required by the City for purchases over \$1,000.	10	%
39	Roadway base construction using 12" shell rock, includes saw cutting, disposal of damaged asphalt area, and compaction	30.00	SY

This "Official Bid Form" MUST BE USED AND COMPLETED in submitting bids.

BID SUBMITTED BY: Excavation Point Inc.
Name of Company

Tal J. Rancourt President
Signature Title

Tal J. Rancourt
Name as above printed or typed

7944 S. George Blvd
Address

Sebring FL 33875
City State Zip

12-15-15
Date Bid Submitted

The City reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Avon Park.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Excavation Point Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature
Tal J. Rancourt, President

12-15-15

Date

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Avon Park, 110 East Main Street, Avon Park, FL 33825 by Tal J. Rancourt, President for Excavation Point Inc, 7944 S George Blvd, Sebring, FL 33875 whose business address is 7944 S George Blvd, Sebring, Florida 33875 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3080708 (If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: N/A.)
2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but no limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

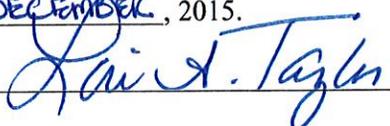
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



 Tal J. Rancourt, President [signature]

Sworn to and subscribed before me this 15 day of DECEMBER, 2015.

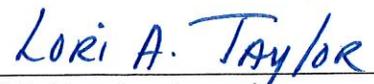
Personally known _____



OR Produced identification _____

Notary Public – State of Florida
 My commission expires 9/13/2016

(Type of Identification)



 (Printed typed or stamped
 Commissioned name of Notary Public)



Attachment "B"
Unauthorized Alien(s)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful contractor will complete and submit the attached form "Affidavit Certification Immigration laws".

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218

ATTACHMENT "B" (continued)
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

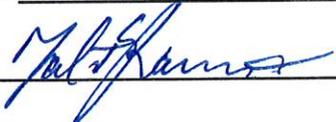
BID NO.: 102-15 PROJECT NAME: Infrastructure Construction – Repair Annual Contact

The CITY OF AVON PARK will not intentionally award city contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Contractor of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

Company Name: Excavation Point Inc

Signature:  Title: Tal J. Rancourt, President Date: 12/15/15

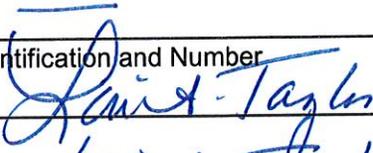
State of: FLORIDA County of: HIGHLANDS

The forgoing instrument was signed and acknowledged before me this 15 day

of December, 2015, by Tal J. Rancourt who has

produced _____ as identification

Type of Identification and Number

Notary Public Signature: 

Printed name of Notary Public: Lori A. Taylor

Notary Commission Number/Expiration: 9/13/2016





Employment Eligibility Verification



Welcome
Tel Rancourt

User ID
TRAN0207

Last Login
07:57 AM - 03/28/2011 Log Out

- Home
- My Cases
- New Case
- View Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

Company Information

Company Name: Excavation Point Inc.

[View / Edit](#)

Company ID Number: 397547

Doing Business As (DBA) Name:

DUNS Number: 789514106

Physical Location:

Address 1: 7944 S. George Blvd

Address 2:

City: Sebring

State: FL

Zip Code: 33875

County: HIGHLANDS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 593080708

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOU](#)

ANTI-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

COMPANY NAME: Excavation Point Inc.

ADDRESS: 7944 S. George Blvd

Sebring, Florida 33875

TELEPHONE: (863) 471-1997

FAX: (863) 386-1997

E-mail address: mail@excavationpoint.com

FEDERAL TAX ID# 59-3080708

NAME (Please Print): Tal J. Rancourt

SIGNATURE: 

POSITION: President

DATE: 12-15-15

The above information must be completed when submitting your bid. Also the "Felony Conviction Notice" form must be signed and returned.

2015 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# S71865

Entity Name: EXCAVATION POINT INC.

Current Principal Place of Business:

7944 S GEORGE BLVD
SEBRING, FL 33875

FILED
Feb 23, 2015
Secretary of State
CC0638343858

Current Mailing Address:

7944 S GEORGE BLVD
SEBRING, FL 33875 US

FEI Number: 59-3080708

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RANCOURT, TAL
EXCAVATION POINT INC
7944 S. GEORGE BLVD
SEBRING, FL 33875 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P, S
Name RANCOURT, TAL
Address 19 CLOVERLEAF BYPASS
City-State-Zip: LAKE PLACID FL 33852

Title VP
Name ASBURY, BRIANNA R
Address 215 PATTON AVENUE
City-State-Zip: LAKE PLACID FL 33852

Title VP
Name RANCOURT, ERIELLE G
Address 1703 BUCK STREET
City-State-Zip: LAKE PLACID FL 33852

Title S, T
Name RANCOURT, DARLENE M
Address 19 CLOVERLEAF BYPASS
City-State-Zip: LAKE PLACID FL 33852

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TAL RANCOURT

PRESIDENT

02/23/2015

Electronic Signature of Signing Officer/Director Detail

Date



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

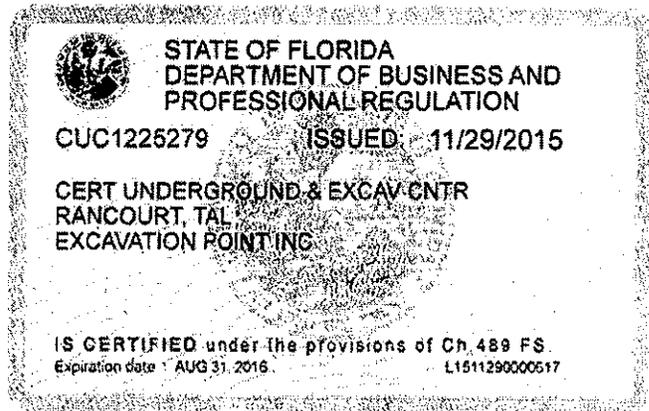
(850) 487-1395

RANCOURT, TAL
EXCAVATION POINT INC
7944 S. GEORGE BOULEVARD
SEBRING FL 33875

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC1225279	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



RANCOURT, TAL
EXCAVATION POINT INC
7944 S. GEORGE BOULEVARD
SEBRING FL 33875



ISSUED: 11/29/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1511290000617



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

June 3, 2015

EXCAVATION POINT, INC.
7944 S GEORGE BLVD
SEBRING FL 33875

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2016. However, the new application is due 4/30/2016.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

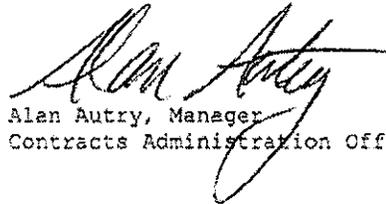
Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING

FDOT APPROVED SPECIALITY CLASSES OF WORK: NONE

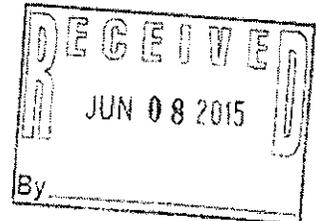
You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.004(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,


Alan Autry, Manager
Contracts Administration Office

AA:cj

www.dot.state.fl.us





CERTIFICATE OF LIABILITY INSURANCE

OP ID: LL

DATE (MM/DD/YYYY)

12/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIRST INSURANCE OF LAKE PLACID 255 E INTERLAKE BLVD. LAKE PLACID, FL 33852- Laurie M. Slade	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: EXCAP-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED Excavation Point, Inc. 7944 S. George Blvd. Sebring, FL 33872	INSURER A : Owners Insurance Co. NAIC # 32700	
	INSURER B : Auto Owners Insurance Co. 18988	
	INSURER C : Florida Citrus, Business &	
	INSURER D : Industry	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU incl <input checked="" type="checkbox"/> Broad Form incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	72728871	12/30/2015	12/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	9542217700	07/16/2015	07/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		4125735800	12/30/2015	12/30/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	55927	12/30/2015	12/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Airport Drainage Improvements at City of Avon Park Airport

CERTIFICATE HOLDER**CANCELLATION**

CITYOFA City of Avon Park fax 863-452-4413 110 E. Main St. Avon Park, FL 33825	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laurie M. Slade
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