



CITY OF AVON PARK

Highlands County, Florida

110 East Main Street

Avon Park, Florida 33825

March 4th, 2015

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, March 9th, 2015, at 6:00 p.m., in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403.

Sincerely,

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

Julian Deleon
City Manager



CITY OF AVON PARK

Highlands County, Florida

CITY COUNCIL REGULAR MEETING CITY COUNCIL CHAMBERS 123 E. Pine St., Avon Park, FL March 9, 2015 6:00 PM

A. OPENING

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

B. CITIZENS/OUTSIDE AGENCIES

C. CONSENT AGENDA:

4. Approve Regular Minutes, February 23, 2015

**D. COMMITTEE REPORTS/ ATTY UPDATES/ ANNOUNCEMENTS/
PRESENTATIONS:**

5. Proclamation: Relay For Life- "Paint the Town Purple"
6. FDOT Funding update for District 1 - City Manager

E. ADMINISTRATIVE:

7. NASGRASS agreement
8. Senior Activities Center air conditioning replacement request
9. Second Reading Ordinance 14-15 Adoption of Purchasing Manual
10. Donaldson Park improvements

11. Applicability of C-4 upstairs residential housing in the Downtown District and impacts on Brickell Building sales contract
12. Ag Flying Services contract

G. CITIZENS PARTICIPATION

H. ADJOURN

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

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
February 23, 2015
6:00 PM

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

Members absent: None

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

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

CONSENT AGENDA: City Manager, Julian Deleon, noted the items on the consent agenda.

- Council Minutes Regular Meeting February 9, 2015
- Approve Main St closure for Blueberry Festival – 4/25/2015, 10am – 4pm.

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

COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS:

Recommended ranking of 2015 Transportation Alternatives Program.
City Manager Julian Deleon went over the ranking of the 2015 Transportation alternatives programs.
Councilman Parke Sutherland thanked City Manager Julian Deleon for the work he had done with FDOT
getting funds.

Ordinance 14-15 Purchasing Manual First Reading.

It was noted this item was placed last on the Agenda, because of the revision. City Attorney read the title of
the Ordinance 14-15 into the record. Mayor Sharon Schuler stated that this was first reading of the Ordinance
and it would be read for the Final reading on March 9, 2015 at the Regular Council Meeting.

Motion made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to approve first
reading of Ordinance 14-15. Motion passed unanimously.

ADMINISTRATIVE:

Brickell Building RFP:

Larry Shoeman from the Avon Park Housing Authority approached the podium. He introduced some of the
AP Housing Board Members to the Council. He spoke to the Council and explained the phases of work to
rehab the Brickell Building. He wants to accelerate the debt/mortgage.

Phase 1 Office space on 1st floor.

Phase 2 Goals as stipulated in proposal.

Phase 3 Requesting a waiver requirement for phase 3. Due to the extent of the build-out and funding sources.

After discussion with the Council and Larry Shoeman regarding the 2nd floor tenants a **Motion** was made by
Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles, to approve concept of Brickell
Building Sale. Motion passed 3 to 2 with Mayor Sharon Schuler and Councilman Terry Heston voting no.

Statement of Completion Airport Ramp, Authority for Mayor to Sign.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to authorize Deputy Mayor Brenda Giles to enter into an agreement with Amherst Consulting. Motion passed 4 to 1 with Mayor Sharon Schuler abstaining because her husband might work with the company.

TRANSPORTATION PLANNING ORGANIZATION INTERLOCAL WITH FDOT:

Motion by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to approve Interlocal Agreement for Creation of the Heartland Regional Transportation Planning Organization. Motion passed unanimously.

Motion made by Mayor Sharon Schuler, Seconded by Deputy Mayor Brenda Giles to appoint Councilman Parke Sutherland as lead and Councilman Terry Heston as alternate. Motion passed 4 to 1 with Councilman Parke Sutherland saying no.

RESOLUTION 15-05 BUDGET ADJUSTMENT:

City Attorney Gerald Buhr read the title of Resolution 15-05 into the record.

Motion by Deputy Mayor Brenda Giles, Seconded by Councilman Garrett Anderson to approve resolution 15-05 as read. Motion passed unanimously.

AIRPORT GRANT APPLICATION FOR RUNWAY 5-23 AND TAXI WAY.

Motion by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to enter into an agreement with Amherst and to apply for a grant. Motion passed 4 to 1 with Mayor Sharon Schuler abstaining because her husband might do work for the company

SENIOR ACTIVITIES CENTER: Request for termite eradication cost.

Motion made by Councilman Parke Sutherland, Seconded by Garrett Anderson to pay up to \$2,420.34 for termite treatment at Senior Activity Center. Motion passed unanimously.

AIRPORT: Contamination update: City Attorney Gerald Buhr provided an update on the contamination at the airport. He suggests that a lease should be completed quickly.

Jason Lister, Public Service Director, informed the Council about another contaminated site where Dumont Aviation once leased a hangar.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Garrett Anderson to approve an agreement with ECT. Motion passed unanimously.

Terry Wise approached the podium to address the Council regarding an update on the potential contamination. He stated his business is a staged project. He stated he can find insurance for the petroleum spills but not the chemical side of this business. There was discussion from the Council that someone should insure chemical side of this business.

PIGGYBACK PURCHASE OF FRONT END LOADER:

Motion by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to purchase a front end loader 2015 EZ Pack 44 cubic yard, in the amount of \$245,355.51. Motion carried unanimously.

Meeting adjourned at approximately 7:25 PM

Assistant City Clerk, Maria Sutherland

Mayor Sharon Schuler



Proclamation

Relay for Life of Avon Park, Florida

American Cancer Society Relay For Life Proclamation for Avon Park, Florida

WHEREAS, the Relay For Life program is the signature activity of the American Cancer Society and celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

WHEREAS, money raised during Relay For Life of Avon Park supports the American Cancer Society's mission of saving lives by helping people stay well and get well, by finding cures, and by fighting back; and

WHEREAS, Relay For Life events helped fund more than \$177.5 million in cancer research last year;

NOW, THEREFORE, BE IT RESOLVED, that I, (name, title) of Avon Park, Florida, do hereby proclaim (dates) as

"RELAY FOR LIFE DAYS"

In Avon Park and encourage citizens to help finish the fight against cancer by participating in the Relay For Life event at Avon Park High School on March 28, 2015.

Signed _____

E7

The City of Avon Park, Florida Airport Commercial Lease Agreement

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the **City of Avon Park** a Florida municipal corporation, 110 East Main Street, Avon Park, FL 33825, herein called "LESSOR," and **NASGRASS, Inc.**, 2155 Herrick Rd., Avon Park, FL 33825, a Florida nonprofit corporation, herein called "LESSEE."

WITNESSETH:

WHEREAS, LESSOR is the owner of certain real property located at Avon Park Airport in the County of Highlands, State of Florida; and,

WHEREAS, LESSOR has agreed to lease property to LESSEE, subject to certain federal and state grants and loans, statutes and rules, City ordinances and resolutions as amended from time-to-time, and the terms and conditions herein (hereinafter, "LESSOR's Rules"); and,

WHEREAS, LESSEE wishes to lease said property from LESSOR, and in consideration of the Premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties have agreed and agree as follows:

1.1 **TERM:** The term of this Lease shall be for Five (5) years commencing on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____, unless sooner terminated as herein provided.

1.1.1 In exchange for the favorably low rental fee, LESSOR shall have the right to terminate this Lease with ninety (90) days of notice to LESSEE, with or without cause. Upon termination LESSEE shall remove all personal property, and all improvements from the Premises as provided herein.

1.2 **PROPERTY:** The property subject to this Lease shall be identified as:

TOWN OF AVON PARK in 20-33-28 N ½ of NW ¼ of SE ¼ 20 acres – City Dump

As shown in the map provided in Exhibit "A" (herein called the "Premises"). LESSEE shall have the right to use only those other surrounding areas shown on Exhibit "B" ("Common Areas"), and such use shall be in compliance with the LESSOR's Rules. LESSEE has inspected the Premises, and accepts the Premises along with the structures and appurtenances AS-IS and WHERE-IS, situated in the City of Avon Park, County of Highlands, and the State of Florida. City makes no representation or warranty whatsoever as to the condition of the Premises. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease. Lessee is

Deleted: 8/26/2014

fully aware that the property is a former landfill site and agrees that such previous use will have no impact on the Lessee's ability to utilize the property.

1.3 **USE:** The Premises are to be used by the LESSEE for the purpose of conducting lawn mower racing and related activities. LESSEE shall not reside in the Premises, nor shall LESSEE conduct any other unlawful, improper, or offensive use of the Premises.

1.4 **RENTAL FEES; DEPOSIT:** The LESSEE hereby agrees to pay the LESSOR an annual rental fee of \$10.00, in advance during the term of the Lease.

1.5 **INSURANCE.** LESSEE is responsible for ensuring LESSEE's own contents and personal property and those of any guests. In addition, LESSEE agrees to maintain the following insurance written by a company satisfactory to LESSOR and at LESSEE's expense:

1.5.1 LESSEE shall procure and maintain at all times in full force and effect a policy or policies of insurance as specified herein, naming the LESSEE as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence or location of the leased Premises. LESSEE shall obtain a Commercial General Liability insurance policy with coverage at the limits depicted on Exhibit C, which shall be primary to any insurance that might be carried by the LESSOR. Said limits are depicted on Exhibit C attached hereto and may be revised upward at LESSOR's option, and LESSEE will so revise such amounts during the next insurance policy renewal following notice to LESSEE of such requirements. LESSEE shall maintain said insurance with insurance underwriters authorized to do business in the State of Florida, and AM Best rated at least as an B+ or higher insurer. LESSEE shall furnish LESSOR with a certificate of insurance as proof that such coverage has been procured and is being maintained at execution of this lease and shall maintain such insurance thereafter during the term of this lease or any renewal thereof. Certificate shall contain a Waiver of Subrogation in favor of LESSOR and shall name the LESSOR as an additional insured and the policy shall have standard insurance industry ACCORD cancellation notice in favor of the LESSOR prior to any cancellation or substantial change in coverage.

1.5.1.1 LESSEE specifically recognizes that the use of gasoline and other fuels, fuel additives and lubricants are used by LESSEE and its members at the Premises, incidental to the lawnmower racing. LESSEE agrees that it is strictly liable for any contamination which has occurred since the LESSEE started occupying the Premises, of the soil and/or ground water by those petrochemicals, and indemnifies the City against any damages, remediation or cleanup of any kind due to any discharges of such materials, whether by negligence, OR UNINTENTIONAL DISCHARGES. LESSEE agrees that the Lessor and lessee shall perform a joint inspection of the premises for signs of environmental impacts from the Lessee's land use and that the lessee shall perform, at its own expense, any necessary remedial actions. This Lease and this subsection do not authorize storage of petrochemicals on the Premises. LESSEE shall NOT store gasoline, fuels, fuel additives or any other form of petrochemical on the Premises.

Deleted: shall pay to the City, a nonrefundable fee of \$ _____ for an environmental assessment to be performed by a firm selected by the City prior to the termination date of this Lease,

Comment [GTB1]: Maria - I would not recommend accepting their change here unless they never store or transfer fuel, which is highly doubtful.

Deleted: recommended by the environmental assessment

Deleted: To secure this indemnification, LESSEE shall provide at execution of this Lease either: 1) An insurance policy covering the City, and approved by the City Attorney, for all such discharges whether immediate and catastrophic or by slow or periodic discharge, or seepage, in no less an amount than \$500,000 coverage; or, 2) Provide a surety bond suitable to the City Attorney, providing coverage for remediation of any such discharges discussed above.

Deleted: 8/26/2014

1.5.1.2 Nothing in the Lease shall be construed as a waiver of, or to extend LESSOR's liability beyond that provided in Florida law, including without limitation, the limitations provided in section 768.28, Florida Statutes.

1.5.2 It is furthered agreed that LESSEE shall not do or permit to be done anything upon any portion of the Premises or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Premises, or in any way increase the rate of fire insurance upon the Premises, or which will in any way obstruct or interfere with the rights of other tenants at the airport.

1.5.3 In the event that LESSEE shall at any time fail to furnish LESSOR with the certificate or certificates of insurance required or allow such policy to lapse or terminate, LESSOR shall have the right to secure the required insurance at the cost and expense of LESSEE, and LESSEE agrees to promptly reimburse LESSOR for the cost thereof, which costs shall be additional rent hereunder.

1.6 **INDEMNIFICATION:** LESSEE shall defend, indemnify and hold harmless LESSOR and all of LESSOR'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 LESSEE, its/his/her/their officers, agents or employees in performance or non-performance of its/his/her/their obligations under the Lease. LESSEE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to LESSOR when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by LESSOR in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Lease. Compliance with any insurance requirements required elsewhere within this Lease shall not relieve LESSEE of its/his/her/their liability and obligation to defend, hold harmless and indemnify LESSOR as set forth in this article of the Lease.

1.7 **TERMINATION:** This Lease can be terminated for cause under the following conditions:

1.7.1 Termination by the LESSOR for cause, other than nonpayment of rent or any other payment required herein, by giving written notice. For the purpose of this provision, "cause" is defined as failure to comply with LESSOR's Rules, a copy of which LESSOR has

Deleted: 8/26/2014

Initial by LESSOR: _____

Initial by LESSEE: _____

been provided, and hereby acknowledges receipt, or this Lease. If the cause is curable, LESSEE shall then have a reasonable period in which to cure the cause depending on severity, but not more than thirty (45) days.

1.7.2 Termination by the LESSOR for nonpayment for rent or other payment required herein, by giving five (5) days written notice thereof. Payments required shall be considered delinquent five (5) days after the date they are due and payable. A service charge of 10% of the amount due shall be immediately imposed, and an interest payment of twelve percent (12%) per annum shall be paid on the payment due, from the date the payment was due and payable until paid. The service Charge and the interest imposed herein shall be considered additional "rent" for the purposes of termination.

1.8 **ASSIGNMENT BY LESSEE:** This Lease shall not be assignable by LESSEE.

1.9 **REMOVAL OF PERSONAL PROPERTY AND IMPROVEMENTS UPON TERMINATION:** Upon termination of this Lease, LESSEE shall remove all surface and subsurface improvements made by the LESSEE from the Premises and properly dispose of all demolition debris. LESSEE shall then have the right to remove all of its personal property, including machinery and equipment which it has installed or placed on the Premises, which shall be accomplished no later than the termination date. LESSEE shall also remove all other trash and debris caused or related to the LESSEE's use of the property. In the event LESSEE fails to remove all improvement and its personal property by the termination date, LESSOR reserves the right to remove and store all such property left, at the risk and expense of LESSEE, with the cost of such storage and work to be paid by LESSEE.

1.10 **ABANDONMENT OF PREMISES BY LESSEE:** Abandonment of the Premises by LESSEE shall terminate this Lease, requiring removal of improvements and personal property as provided above. In case LESSEE shall abandon said Premises, or any part thereof, during the term of this Lease, LESSOR may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LESSOR would otherwise have to hold LESSEE responsible for the rent. In case said Premises, or any part thereof, shall be relet, LESSOR shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from LESSEE.

1.11 **NO LIENS CREATED:** LESSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be

Deleted: 8/26/2014

entitled to any lien against the Premises or any structure thereon, derived through or under LESSEE. All persons contracting with LESSEE, or furnishing materials or labor to LESSEE shall be bound by this provision. Should any such lien be filed, LESSEE shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. LESSEE is not the agent of LESSOR so as to confer upon a laborer bestowing labor upon the leased property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased property of Chapter 713, Florida Statutes, or any subsequent revision of that law.

1.12 SUBORDINATION; AIRPORT MASTER PLAN: This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America or the State of Florida relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or Federal funds for development or improvement of Avon Park's Airport. Except to the extent required for the performance of the obligations of LESSEE in this Lease, nothing contained in this Lease shall grant LESSEE any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

1.13 NON-DISCRIMINATION: LESSEE hereby agrees and covenants that:

1.13.1 No person shall be excluded from participation or denied the benefits or, or be otherwise subject to discrimination in the use of the facility on the grounds of race, color or national origin.

1.13.2 In the construction of any improvements, on the Premises and the furnishing of labor, services or materials in connection therewith, no persons on the grounds of race, color, or national origin shall be excluded from participation in, or otherwise be subject to discrimination.

1.13.3 LESSEE shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Non-Discrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

1.13.4 LESSEE shall operate the facility in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified

Deleted: 8/26/2014

Initial by LESSOR: _____

Initial by LESSEE: _____

handicapped person shall be solely by reason of such person's handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment.

1.14 MAINTENANCE AND REPAIRS: LESSEE will be responsible for all maintenance, repair, and upkeep of the Premises. Reasonable repairs shall be made in a timely manner.

1.15 DAMAGE OR DESTRUCTION TO LEASED PROPERTY: Except as otherwise provided in this Lease, if any leasehold improvements shall be damaged or destroyed, LESSEE shall repair or replace the same and return them to pre-damage condition so that the replacement will be equivalent in value to the original facilities within a reasonable period of time. Any other terms or provision of the Lease pertaining to repair, alteration, construction or reconstruction by LESSEE shall be binding upon LESSEE in repairing or reconstruction of the leased property under the terms and provisions of this Lease. If a substantial portion of the leased property is destroyed so that the LESSOR and LESSEE mutually agree that LESSEE cannot reasonably continue to utilize the leased property until the same is repaired or replaced, then LESSEE may elect to either repair or replace same, in which event the rent shall be abated until such time as LESSEE can reasonably resume operation of its business.

1.16 ALTERATIONS: LESSEE is hereby granted the right to make reasonable alterations to the fixed improvements located on the leased property hereunder as from time-to-time it shall desire to make, provided however that any alteration requiring a building permit must be approved in advance in writing by LESSOR as discussed above.

1.17 EXCLUSIVE USE: This Lease shall in no way convey the exclusive use of any part of the Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. LESSOR reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LESSOR. LESSOR agrees that it will not grant a future party an exclusive right to provide the services described in this Lease.

1.18 FUTURE AGREEMENTS OF THE AIRPORT: The terms and conditions hereof shall not be construed to prevent LESSOR from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport. In the event that there is any conflict between such financing commitments to the Federal Government and this Lease or LESSEE's use of the Premises or Common Areas, such Federal Government commitments shall prevail.

Deleted: 8/26/2014

Initial by LESSOR: _____

Initial by LESSEE: _____

1.19 **NATIONAL EMERGENCY:** During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the Premises, or of such portion thereof it may desire, with the rent to be abated accordingly in proportion to said occupancy.

1.20 **NOTICES:** Any notice, demand, consent, approval, request, or other communication or document to be provided under this Lease:

1.20.1 shall be in writing to the address stated above; and

1.20.2 shall be deemed to have been provided on the earlier of:

1.20.2.1 forty-eight (48) hours after having been sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested;

1.20.2.2 the next business day after having been deposited (in time for delivery by such service on such business day) with Federal Express or another courier service; or

1.20.3 if such party's receipt is acknowledged in writing as having been given by hand or other actual delivery to such party.

1.20.4 in each case to the address of the party provided in this Agreement or to such other address as the party may designate to each other party.

1.21 **WAIVER OF BREACH:** The waiver by LESSOR or LESSEE of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

1.22 **SEVERABILITY:** It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provisions hereof.

1.23 **ATTORNEYS' FEES AND COSTS:** If either party takes legal action to enforce the terms or conditions of this Lease, the prevailing party will be entitled to an award of all costs of the action, including reasonable attorneys' and paralegal's fees, including appeals.

1.24 **ENVIRONMENTAL PROTECTION:** LESSEE will not allow any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and

Deleted: 8/26/2014

Version 3/3/2015

Initial by LESSOR: _____

Initial by LESSEE: _____

Liability Act of 1980 ("CERCLA"), 42 USC 9604 (14), pollutants or contaminants as defined in CERCLA, 42 USC 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5), or other similar applicable Federal or State Laws or regulations, including, but not limited to, asbestos, PCB's and urea formaldehyde, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. LESSEE shall at all times comply with all applicable Environmental Laws applicable to LESSEE's use of the Premises. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this Lease, and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et. seq.), and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such are amended during the term of this Lease. LESSEE further covenants to hold the LESSOR harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from LESSEE'S discharge (either intentional or accidental, at trial and appeals) of such matters to the soil, air, water, or waste water treatment facility. LESSOR is unaware of any unlawful discharges or contamination in violation of these Environmental Laws onto the Premises. The LESSEE and Lessor both acknowledge that the site is a former landfill site that both parties may lack full knowledge of the condition of the groundwater. The Lessee accepts the Premises and all structures for its intended use of the property AS-IS WHERE-IS. This clause shall be specifically included as a LESSOR Rule.

Comment [GTB2]: Maria – I suggest that you have a phase 1 audit done of the site to determine whether it is contaminated by hydrocarbons; otherwise, it will be very difficult to prove that NAGRASS created any contamination.

Deleted:

1.25 **AMENDMENT:** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by each party.

1.26 **TAXES.** Any taxes (including, without limitations Highlands County ad valorem real property taxes and Florida sales or use taxes) on the Lease, the lease payments or the Premises shall be paid by LESSEE when due. Should said taxes be billed to LESSOR, they shall be considered unpaid additional rent if not paid when due and failure to pay said taxes shall be considered a default hereunder.

1.27 **UTILITIES AND SERVICES.** LESSEE is required to use the LESSOR'S water and sewer system. LESSEE further agrees to pay when due all charges and expenses for water, sewer services, and fire protection, and all other utilities and services used in connection with the Premises as such charges and expenses are added or amended from time-to-time

Deleted: 8/26/2014

Initial by LESSOR: _____

Initial by LESSEE: _____

LESSEE shall arrange for and pay any and all utility service or commodity procured or consumed by LESSEE, or otherwise required to be paid by LESSOR's Rules.

1.28 **REMEDIES CUMULATIVE.** All remedies conferred on LESSOR shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

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

1.30 **DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP.** The terms and conditions in this Lease are the product of mutual draftsmanship by both parties, each having opportunity to be 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, each having opportunity to be represented by counsel, is acting to protect its, his, her, or their own interest.

1.31 **RECORDATION.** This Lease may not be recorded without the LESSOR's prior written consent, and LESSEE agrees, upon request of the LESSOR, to execute a memorandum hereof for recording purposes.

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

1.33 **COUNTERPARTS AND FACSIMILE (FAX) DOCUMENTS.** This Lease may be signed in counterparts, and each counterpart bearing an original signature shall be considered one document with all others bearing original signature. Also, facsimile transmission of any signed original document and re-transmission of any signed facsimile transmission shall be the same as delivery of an original.

1.34 **EFFECTIVE DATE.** This Lease shall be effective on the date executed by both parties, and all terms and conditions stated herein shall apply as of that day.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this _____ day of _____, 20__.

Commercial Lease Agreement - Airport

Page 9 of 10

Version 3/3/2015

Deleted: 8/26/2014

Initial by LESSOR: _____

Initial by LESSEE: _____

LESSEE

NASGRASS, INC.

Witnesses:

Printed name: _____

Printed name: _____

By: _____
Wes T. Pyburn, President

LESSOR

CITY OF AVON PARK, FLORIDA

ATTESTED:

Cheryl Tietjen, City Clerk

By: _____
Sharon Schuler, Mayor

**APPROVED AS TO FORM AND
CONTENT:**

Gerald T. Buhr, City Attorney

ES

CITY OF AVON PARK SENIOR
ACTIVITIES CENTER
109 E. MAIN STREET
AVON PARK, FL 33825

February 23, 2015

Agenda

Mr. Julian Deleon, City Manager
City of Avon Park
110 East Main Street
Avon Park, FL 33825

Mr. Deleon:

At our recent meeting in your office, you asked that we furnish estimates regarding replacement of the heating & air conditioning unit at our shuffleboard club. Attached are two estimates from local Heating Air Conditioning firms. The unit in our club is still functional and does not require immediate replacement; however, it is getting old and is not energy efficient. It will require replacement at some future date.

Were you able to have a city employee look at the palm tree that is growing very close to the rear of our building? It may need to be removed before it causes any structural damage to your building. Please let me know the outcome of their decision.

Thank you for your cooperation,


Ralph Day,

President



ESTABLISHED 1947



AIR CONDITIONING, INC.
800 U.S. Highway 27 North
Avon Park, Florida 33825

Avon Park (863) 453-7571
Sebring (863) 385-1731
Lakeplacid (863) 465-7771
Wauchula (863) 773-4494
Other Cities 1-800-725-7571
Fax (863) 453-7574

March 4, 2015

City of Avon Park
Community Center

5 ton CARRIER 13 SEER STRAIGHT COOL REPLACEMENT

25HCD360/FB4CNP060

Heater 10Kw

Pad - if needed

DIGITAL THERMOSTAT

Seal ducts/DRAIN LINE/LINE SET

Permit

10 year parts warranty/1 year labor warranty on equipment issues

Price: \$3200.00

Sincerely

Kari Long-McGrath

Long's Air Conditioning, Inc

*Carrier
Distinguished
Dealer*



Turn to the Experts



Turn to the Experts

E9

ORDINANCE NO. 14-15

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, PROVIDING FOR ADOPTION OF THE PURCHASING MANUAL ATTACHED AS EXHIBIT "A"; REPLACING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CITY CODE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that establishing clear and firm procedures for purchasing goods and services, as well as sale of unused and obsolete property is an important objective; and

WHEREAS, the City Council wishes to clarify the circumstances under which procurement and sale of municipal property shall be accomplished, whether with or without City Council approval

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

Section 1. Adoption of City Purchasing Manual.

As provided below, Chapter 2, Article V, Division 2 Section 2-330 of the City Code, is hereby repealed and shall be replaced by the provisions of this Ordinance and renamed as shown, and the Purchasing Manual attached hereto as Exhibit "A" is hereby adopted by the City Council, and shall be strictly adhered to by all officers and employees of the City.

DIVISION 3. – PURCHASING POLICY, INCLUDING SALE OR TRANSFER OF CITY-OWNED PERSONAL PROPERTY & LEASES OF CITY-OWNED REAL PROPERTY

The City Council hereby adopts the CITY OF AVON PARK PURCHASING MANUAL attached hereto as Exhibit "A" as if fully stated herein, which document shall be made available upon request through the City Clerk's Office.

~~Sec. 2-330.— Obsolete articles; procedure for sale.~~

~~All tangible personal property owned by the city which is obsolete, uneconomical, inefficient or which serves no useful function shall, after approval by the city council, be disposed of in the following manner:~~

~~(1) Any tangible personal property may be disposed of for value without bids to the state or to any governmental unit or to any political subdivision as defined in F.S. § 1.01, or, if the property is without commercial value, it may be donated, destroyed or abandoned.~~

~~(2) The property having some value which is estimated to be less than \$500.00 shall be sold only to the highest responsible bidder after an informal request for bids or by public auction.~~

~~(3) Any sale of property, the value of which is estimated to be \$500.00 or more, shall be sold only to the highest responsible bidder or by public auction after the publication of notice not less than one week, nor more than two weeks, prior to the sale in a newspaper of general circulation in the city.~~

Section 2. Repeal of all other Ordinances in Conflict.

All Ordinances or Code sections in conflict with this Ordinance are hereby repealed.

Section 3. Inclusion in the Code. It is the intention of the City Council, and it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the city. Titles and section numbering may be revised, if necessary, to fit the Code.

Section 4. Effective Date. This Ordinance shall become effective upon passage.

This ordinance was read for the first time at the Regular Meeting of the City Council on the 23rd day of February, 2015, where it was voted on by members of the City Council as follows:

Yeas 5 Nays 0 Absent 0

This ordinance was read for the second and final time at the _____ Meeting of the City Council on the 9th day of March, 2015, where it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Approved as to Form

Maria Sutherland, City Clerk

Gerald T. Buhr, City Attorney



**CITY OF AVON PARK
PURCHASING MANUAL**

**& INCLUDING
SALE OR TRANSFER OF CITY-OWNED PERSONAL PROPERTY
&
LEASES OF CITY-OWNED REAL PROPERTY**

**EXHIBIT A
TO ORDINANCE 14-15**

ADOPTED: MARCH 9, 2015

Replaced: _____

SECTION 1 – INTRODUCTION

10 Purpose of the Purchasing Manual

The purpose of the Purchasing Manual is twofold. First, it serves as the official reference document on Purchasing questions and issues. Second, it serves as the approved source of instruction on Purchasing policies and procedures for procurement of goods and services and disposing of property. The manual's intended readers are anticipated to be, but not limited to, all Departments, and employees under the City of Avon Park.

20 Scope of the Purchasing Manual

The scope of this manual shall encompass all normal operating purchasing policies and procedures for goods and services of outside contractors, and includes purchases of real estate as well as the sale or transfer of City personal property. Leases of City-owned real property are provided for in this Manual, however, sale or transfer of City-owned real estate is provided in the City Code Chapter 2, Article V, Division 2. All contracts for employees of the City shall follow the requirements within the City Personnel Rules and Regulations and are only valid if 1) in writing; 2) approved by the City Attorney; and 3) approved by vote of the City Council, as affirmed by the City Clerk, and signed by the Mayor, or the Vice Mayor or Mayor ProTempore under appropriate circumstances. This Manual has been developed within the guidelines of the Florida Statutes and customized for the efficiency and effectiveness of The City of Avon Park. Any situation not covered by this manual, must be presented to the, Administrative Services Director, City Manager, or the City Council and Mayor for approval.

30 Distribution of the Purchasing Manual

This manual and all future amendments will be distributed to all Departments and employees, operating under the City of Avon Park, who would be involved in the purchasing process. It can also be distributed to other organizations upon request. It is the responsibility of the Department Head to keep an up-to-date copy available to all employees who use the City Purchasing System. It will be the responsibility of the Administrative Services Director and /or the Accounts Payable Department to distribute copies of this manual and all future amendments to the appropriate parties.

40 Recommendations for the Purchasing Manual

City employees are encouraged to make recommendations on sections of the manual which, due to changing conditions, may require revision. Also, they are encouraged to make recommendations on new subjects not presently included in the manual. Any such recommendations should be submitted through appropriate organizational channels to the Administrative Services Director for review and consideration. The Administrative Services Director shall be responsible for presenting any proposed revisions to this manual to the City Manager who, at his/her discretion, shall propose revisions to the City Council and Mayor. Only The City Council and Mayor may authorize revisions to this manual.

50 How To Use This Purchasing Manual

50.1. Structural Features

The manual is divided into several sections with generic, easy to understand titles designed to quickly guide the user to the relevant material.

50.2. Organizational Features

The content of this manual has been organized into logical groups. For example, all general policies have been consolidated into the POLICIES section; and all bids and Request for Proposal (RFP) procedures have been consolidated into one section.

60 Reservation of right to reject any and all bids, proposal etc.

Nothing in this Manual reduces or invalidates the City's right to accept or reject any or all bids or proposals or any parts thereof, and to award, if an award is made, to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of The City of Avon Park.

70 Applicable Laws, Higher Authority Regulations or Rules

Compliance with The City of Avon Park resolutions and ordinances, Florida Statutes, the Florida Administrative Code, Federal Procurement Regulations, Uniform Commercial Code, etc., when and where applicable, and complying with the strictest of the rules that pertain, is made a specific requirement of all procedures and/or methodologies covered in this manual even though they may not be stated specifically.

SECTION 2 - POLICIES

10 Authority

This manual has been approved and adopted by the City of Avon Park City Council who have authorized the policies and procedures contained herein for official use of City business. This manual supersedes all previously existing purchasing manuals, policies and procedures. Only the City Council and Mayor shall have the authority to change the policies and procedures in this manual.

20 Revisions

This manual shall serve as a permanent, up-to-date guide to City purchasing policies and procedures. Therefore, as necessary, appropriate revisions may be made to this manual at the discretion of the City Council and Mayor. The Administrative Services Director shall be responsible for the accurate maintenance of the manual and distribution of approved revisions.

30 Promulgation

30.10 Operational Administration

Under the general guidance of the City Manager, The Administrative Services Director or designee and the Administrative Services Director shall carry out and enforce the policies and procedures

set forth in this manual.

30.20 Violations

A violation of any of the policies and procedures in this manual shall be grounds for disciplinary action.

40 Role of City Staff

40.10 General

In general, the role of the City Controller is to serve as the Accountant, Auditor and Treasurer of the City.

40.20 Purchasing - Specific

In the purchasing process, the Administrative Services Director and City Manager is responsible for:

- (1) pre-auditing all payment requisitions prior to disbursement to ensure legality, accuracy, and compliance with appropriate policies and procedures;
- (2) rejecting any payment requisitions for purchasing transactions in violation of the policies and procedures outlined in this manual or Florida Statutes;
- (3) disbursing funds for purchasing transactions which are legal and proper, and in compliance with all appropriate policies and procedures;
- (4) recording all disbursements in the City's accounting records; and
- (5) monitoring the accounts payable system and mailing of all invoices.
- (6) Is responsible for approving all goods and services:
 - (a) that are in excess of the Department Head's purchase authority.
 - (b) that conform to the specifications provided by the Department;
 - (c) at the lowest reasonable cost or best value, or the highest revenue, as appropriate;
 - (d) that are available within the time requested by the Department, or as soon as possible; and
 - (e) that conform to the procedures of a professional and ethical purchasing process.

NOTE: Nothing in this sub-section shall preclude a Department from researching sources and obtaining pricing for inclusion on the requisition for submission.

40.30 Inventory - Specific

In the Inventory Control process, the Administrative Services Director or designee is responsible for:

- (1) pre-auditing all procedures to ensure legality, accuracy, and compliance with appropriate policies and procedures;
- (2) maintaining and recording records on the property data base; and
- (3) overseeing the annual physical inventory.

50 Role of All Other Departments

50.10 General

The role of operating Departments in the purchasing process is to utilize the services of the Administrative Services Department for those purchases that are in excess of the Department Head's purchase authority, and to work cooperatively to see that necessary goods and services are procured to most efficiently serve the public of Avon Park.

50.20 Specific

(1) Departments are responsible for:

- (a) identifying, as soon as possible, and sufficiently in advance, their needs for goods and services in their City operations and activities;
- (b) notifying the Administrative Services Department of all purchasing needs, utilizing the proper forms and procedures, as described in this manual
- (c) accurate coding of all financial codes, including fund, Division/Department, program, object, sub-fund, project and cost center;
- (d) clear and precise specifications for each item or service being ordered;
- (e) determining that sufficient funds are available in their authorized budgets to pay for each item or service that they order; and
- (f) inspecting all items or services as delivered, and notifying Accounts Payable of the receipt in order to authorize payment to the vendor.

(2) Departments are also responsible for the adherence to proper procedures and the proper authorization of all purchase transactions initiated by their personnel.

60 General Purchasing Policies

60.10 All Purchases, Procurement, and Acquisitions

(1) All official requests for purchases, procurement, and acquisitions of materials, goods, equipment, and services, that are in excess of the Department Head's purchase authority, whether at a cost to the City or not, shall be performed by the Accounts Payable and Administrative Services Departments.

(2) All requests for prices for the purpose of initiating the purchase of goods and services shall be made by the Accounts Payable and Administrative Services Departments unless otherwise authorized herein. Inquiries made for the purpose of budget preparation and services information may be made by individual Departments.

(3) No member of the staff of the Administrative Services Department, their family, or City Council and Mayor or their family, shall receive any benefit or profit from any contract or purchase made by The City unless the benefit is available to all City employees or families.

(4) Individual acceptance of gratuities with a value in excess of \$50.00 is prohibited. Employees must not become obligated to any supplier and shall not conclude any City transaction from which they may personally benefit directly or indirectly.

(5) The City of Avon Park strives to maintain strong and enduring relationships with vendors of proven ability. To accomplish this, purchasing activities will be conducted so that vendors will value City business and make an effort to meet our requirements on the basis of quality, service and price.

(6) The City will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises and giving a full measure of service. New sources of supply are necessary to ensure availability of materials and competitive prices.

(7) All vendors, who have asked to be on our vendors list, and/or who have continued their relationship with the City by responding to requests for pricing, shall be afforded equal opportunities to furnish price quotations and are entitled to compete on equal terms.

(8) The City Manager shall act as the City Representative on all matters pertaining to purchasing unless otherwise stated in this manual.

(9) The Administrative Services Director or designee shall not knowingly issue a purchase order when there is evidence of a conflict of interest. In instances when a conflict may exist, but its existence is not clearly established, the Administrative Services Director or designee shall refer the matter to the City Manager or City Attorney for resolution.

(10) All formal contracts and formal agreements shall be reviewed and approved by the Department Head, the Administrative Services Director, the City Manager, the City Attorney, and the City Council and Mayor prior to execution.

(11) Certifications to vendors, such as Federal Tax Number and State Vendor documentation, etc. must be confirmed by the Administrative Services Director or designee. All vendors must be verified they are not on the State of Florida's suspended/ convicted vendor list.

70 Purchasing Controls

70.10 Various purchasing controls are utilized by the City Manager to oversee various purchasing transactions. These controls are as follows:

- (1) Requisition Procedure (Section 3.150);
- (2) Informal and Formal Quotations, Bids, Proposals and Qualifications (Section 3.50 & 3.60);
- (3) Vendor Selection Processes (Section 3.60);
- (4) Signature Authorities (Section 3.150.20(1));
- (5) Purchase Orders (Section 3.160);
- (6) Payment Procedures (Section 3.180 through 3.210);

80 Bid and Payment and Performance Bonds and Insurance

80.10 A Bid Bond is required for all construction bids that are expected to exceed \$100,000.00.

80.20 Payment and Performance Bond - Construction

- (1) A Payment and Performance Bond is NOT required for construction of \$200,000.00 or less pursuant to Section 255.05, Florida Statutes.
- (2) For each construction project awarded without a Payment and Performance Bond the conditions of Appendix 13 shall be included in the specifications and the resulting contract.

80.30 Performance Bond - Non-Construction

- (1) In all cases where equipment is purchased with a guaranteed buy-back, a Performance Bond in the amount of the guarantee shall be required. Delivery of the bond shall be with the equipment.
- (2) Any other requirements for a Performance Bond will be determined by the City Manager on a case by case basis.

80.40 Insurance

- (1) Insurance certificates shall be required of all vendors contracted with, or who have been issued a Purchase Order, and who will be on City property or who will be acting for the City in the provision of service(s) or the delivery of commodities.

- (2) Certificates shall be received by The Administrative Services Director or designee, who will make a copy and forward it to the City Human Resources/ Risk Manager, and shall file the original in the vendor's file located in the Accounts Payable Office.
- (3) Vendors that do not have the required levels of insurance, but have insurance, may have the required level waived by the City Manager if they possess an otherwise acceptable level of insurance.

90 Formal Contracts (Other than a Purchase Order)

A formal contract, in addition to a Purchase Order, shall be required for:

90.10 Construction - When the contract exceeds \$50,000.00 or 180 days and Progress Payments will be made.

90.20 Professional Services:

- (1) When the price exceeds \$50,000.00, or
- (2) The deliverable is not specifically defined, or
- (3) Progress Payments are to be made, or
- (4) When the services extend in excess of 120 days.

SECTION 3 - PROCUREMENT PROCEDURES

10 Procurement Categories

10.10 Classification of Procedures for the procurement of goods and services are divided into six categories as follows:

- (1) Commodities and Services at No Cost (subsection 20)
- (2) Internal Purchases; (subsection 30)
- (3) Purchases of \$ 0.01 To \$50.00 – Petty Cash (subsection 40)
- (4) Purchases of \$ 0.01 To \$999.99 - Purchasing Card (subsection 45)
- (5) Purchases of \$0.01 To \$25,000.00 –Quotations (subsection 50)
 - (a) \$0.01 to \$1,000.00) – Good Purchasing Practices (subsection 50.10)
 - (b) \$1,000.01 to \$5,000.00 – Verbal Quotations (subsection 50.20)
 - (c) \$5,000.01 to \$25,000.00– Written Quotations (subsection 50.30)
- (6) Purchases (Over \$25,000.01) – Formal Competitive Process (subsection 60)

- (a) An Invitation To Bid (ITB) (subsection 60.20)
- (b) A Request For Qualifications (RFQ) - Professional Services (subsection 60.30)
- (c) A Request For Proposal (RFP) - Design-Build Services (subsection 60.40)
- (d) A request for Proposal (RFP) – All other products and Services
- (e) A request for Qualifications (RFQ) – Specific Services (sub. 60.60)

10.20 Special Procedures

- (1) Purchase of Real Property (*See, subsection 70*)

20 Commodities and Services at No Cost

20.10 Purpose

The purpose of this procedure is for the procurement of commodities, services, sponsorships, and endorsements, etc. at no cost to the City which may or may not involve commissions or revenue to the City as a result of the commodities or services. Examples are: Vending Machines; Public Use Copiers; etc.

20.20 Procedure

Once the requirement has been identified and specified by a Department, the Administrative Services Department will, at its discretion, procure the goods and services by a means in the best interest of the City. The means will normally consist of competitive quotes, bids, proposals, etc. in accordance with the Purchasing procedures as outlined in other sections of this manual.

30 Internal Purchases

30.10 Purpose

The purpose of this procedure is for purchases made internally within the City as follows:

30.20 Inventory Orders

(1) Procedure

This procedure will be used to obtain supplies which are stocked in the Public Works warehouse. Examples of these supplies are: meters, pipe fittings, tires and other items needed for the sewer and water plants. A properly completed requisition will be submitted by the Public Works Department.

This inventory is maintained by the Inventory Control Clerk and the Public Works Administrative Assistant.

40 Purchases (\$0.01 To \$50.00) - "Petty Cash"

40.10 Purpose

Departments should plan sufficiently to utilize the purchase order process whenever possible. However,

as an expedient and when an item or service is small in cost (up to \$50.00) Departments are authorized to direct an employee to use the Petty Cash procedure to make these minor purchases with the vendor that is able to provide the best buy for the City.

40.20 Procedure

- (1) Prior to making a petty cash purchase, the employee should confirm the legitimacy of the type of purchase with the Department Head.
- (2) After making a legitimate purchase, the employee should bring the proof of purchase to the authorized City Cashier or designee as soon as possible after the purchase to receive reimbursement.
- (3) For petty cash purchases, competitive prices are not required.
- (4) When purchasing goods or services, the Employee is responsible to obtain a dated proof of purchase.
- (5) For urgent or emergency purchases, the City Manager can approve utilization of Petty Cash for purchases in excess of \$50.00 at his/her discretion.
- (6) Sales tax should not be paid by the City. The City tax exempt number and proof of the exemption should be used to avoid paying sales tax. The proof of exemption may be obtained by contacting the Finance Dept.

40.30 Disallowance

The City Manager shall have the authority to disallow any reimbursement of any purchases not made in accordance with the above procedures.

45 Purchasing Cards

45.10 Purpose

Departments should plan sufficiently to utilize the Purchasing Card process whenever possible. The card is specifically intended for all purchases up to the limits established for the individual, keeping in mind that these purchases shall be made with the vendor that is able to provide the best buy for the City.

SEE EXHIBIT A PURCHASING CARD POLICY

50 Purchases (\$0.01 to \$25,000.00) - "Quotations"

50.10 Purchases (\$00.01 To \$999.99) - "Good Purchasing Practices"

(1) Procedure

Purchases of commodities and services in this expenditure range must be made by the requesting department submitting a properly completed Requisition to the Administrative Services Director or designee through the purchasing program. The purchase shall be made "Using Good Purchasing Practices", buying practices that ensure the City receives the best value for its money, i.e., known vendors that have the item in stock and/or have already proven their pricing is lower than their competitors.

50.20 Purchases (\$1,000 To \$5,000) - "Verbal Quotations"

(1) Procedure

Purchases of commodities and services within this expenditure range must be made by the requesting department by submitting a properly completed Requisition to the Administrative Services Director or designee. The Requisition must include sufficient description of the item(s) to enable solicitation of competitive prices or quotes. If documented quotations have not been submitted by the requesting department along with the Requisition, the Administrative Services Director or designee will return the request back to the department. Verbal or written prices and/or quotations will be obtained.

50.30 Purchases (\$5,000.01 to \$25,000) - "Written Quotations"

(1) Purpose

For purchases from \$5,000.01 to \$25,000.

(2) Procedure

Purchases of commodities and services within this expenditure range must be made by submitting a properly completed Requisition to the Administrative Services Director or designee. The Requisition must include sufficient description of the item(s) to enable solicitation of competitive quotes. **At least three (3) written quotations will be obtained** for all purchases in this category. Written quotations will be obtained by the requesting department. A Purchase Order will be issued by the Accounts Payable Department.

60. Purchases - Formal Competitive Process

60.10 Purpose

The purpose of the following procedures is to ensure price performance through a competitive procurement process. All purchases for commodities and services made at an expenditure level exceeding the City Manager's purchasing authority must be made **via one of the following formal processes**. The only exceptions permitted are those authorized in other sections of this manual.

60.20 Purchases of Specifically Definable Goods and Services Over \$25,000.01- An Invitation To Bid (ITB) (Sealed Bid)

**For those cases where the specific requirements can be described in reasonable detail.
Examples: Construction jobs, equipment, vehicles, etc.**

(1) Procedure

This procedure is a formal sealed bid process. Departments requiring this procedure shall submit to the Administrative Services Director or designee, a complete set of specifications in an electronic file detailing the goods or services required plus pre-bid conference, contracts, and bonds if appropriate.

(a) The Administrative Services Director or designee will review the contents of the ITB document submitted and complete the specifications by adding items such as the day, date, time and place for bid openings as well as the City's insurance requirements and any other forms or notices required by the City or Florida Statutes. The Administrative Services Director or designee will also prepare an "Invitation to Bid" advertisement to be published in a newspaper of general circulation once per week for two consecutive weeks with a bid due date no less than 10 days from the second advertisement. The Administrative Services Director or designee will also select appropriate vendors from the "Bidders List" and notify them of the Invitation to Bid.

(b) When bids are received at the specified time, date and place, the bid opening will be held.

(c) Bids will be opened and read aloud by the City, The City Manager or the Department Head requesting the bid.

(d) After bid opening has been completed, the Department Head shall review all bids for compliance with the specifications and select a vendor for recommendation. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation To Bid.

NOTE: A tie bid will result in a process that uses a hierarchy of criteria to determine the winning vendor. The criteria will be:

- (1) Drug Free Workplace.
- (2) Minority Business - Certified by the State of Florida or a political subdivision.
- (3) Other specific considerations as may be included in the published specifications.
- (4) Such other considerations that are identified by normal and sound business practices.

(e) The bids will be officially tabulated by the Department Head and the City Manager indicating the recommended vendor. If there will not be a contract and/or a budget amendment - The tabulation will be submitted to the requesting Department Head for confirmation signature. The tabulation will then be approved by signature of the Department Head and submitted to the City Manager for final approval and approval of the City Council and Mayor. After the City Manager and the City Council and Mayor have approved the vendor selection, the tabulation will be returned to the Administrative Services Director or designee. A copy of the tabulation will be sent to the requesting Department, and to all bidders, denoting the selection of the successful vendor.

- (f) If there is a requirement for a formal contract and/or a budget amendment, then the Department Head will attach the contract to the tabulation for submission and review by the following in the order indicated: the Administrative Services Director and the City Manager. The contract shall then be forwarded for review and approval by the City Attorney prior to presentation to the Council and Mayor. All formal contracts must then be approved and executed by the Council and Mayor.
- (g) The requesting Department shall then prepare a requisition and submit it to the Administrative Services Director or designee to facilitate the issue of a Purchase Order, noting the bid number and vendor on the requisition.

NOTE: Any projects to construct or improve a public building, structure, or other public construction works must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost accounting principles to have total **construction project costs of more than \$200,000** according to the additional procedures found in **§255.20 FS.** For electrical work, local government must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost accounting principles to **have a cost of more than \$50,000** according to the additional procedures found in §255.20 FS. Furthermore, any construction projects that are projected to **cost more than \$200,000 or \$500,000 shall have special advertising requirements** according to **§255.0525 FS.**

60.30 **Request For Qualifications (RFQ) Professional Services -- Purchases Over \$25,000.01**

(1) Purpose

Because price differentials may only be a minor consideration compared to the quality of the professional’s work, professional services are exempted from the City’s competitive bidding policy. Instead, professional services will be acquired through **competitive negotiations**.

(2) Definitions

CCNA Professional Services means professional services obtained from an independent contractor in a professional field as defined by the Florida Consultants’ Competitive Negotiation Act (CCNA), Florida Statute §287.055, and can include selection of “continuing contract” professionals pursuant to the CCNA

Professional Services means professional services obtained by the City from professionals that are *not* covered by CCNA.

(3) CCNA Professional Services shall be procured in accordance with CCNA, §287.055 FS. All selections shall be conducted by the City Council or a designee board, that shall interview the professional, discuss and evaluate and score the qualifications, all within properly noticed Sunshine Act public meeting(s), using scoring sheets approved by the City Council and having the minimum elements required in CCNA.

(4) *Professional services* (non-CCNA) for purposes of this section are regarded as the following types of services:

(a) Attorneys – Legal Services.

(b) Professional Accounting Services (CPSs).

(5) Procedure.

(a) To initiate a request for Professional Services, a request describing the scope of work is prepared by the requestor and submitted to the City Manager.

(b) The City Manager will approve or deny the pursuit of Professional Services.

(c) If a good faith estimate of the cost of the services exceeds the City Manager's spending authority, upon City Manager approval, the requestor shall submit to the Administrative Services Director or designee a complete RFQ describing the services required, bonds, contracts, pre-proposal conference, etc., in an electronic format. Procedures for procuring and contracting for professional architectural, engineering, landscape architectural, land surveying etc. service may follow the scoring and competitive negotiation procedures described in CCNA, or any process selected by the City Council.

(d) The Administrative Services Director or designee will review the contents of the RFQ document submitted and complete the specifications by adding items such as the day, date, and place for the RFQ submittals as well as the City's insurance requirements and any other forms or notices required by the City Council or Florida Statutes.

(e) A written contract for such services drafted by the City Attorney as a part of the RFQ package is preferred, but not required.

(f) The due date will be not less than 30 days from the date of the first advertisement.

(g) When proposals are received at the specified date and place, the RFQ review will begin.

(h) After a firm is selected, a contract shall be reviewed by the Administrative Services Director, and then submitted for consideration by the City Manager. The contract shall then be reviewed by the City Attorney, and then executed by the contractor prior to presentation to the Council and Mayor. All contracts exceeding the City Manager's authority must then be approved and executed by the Council and Mayor. All contracts signed under City Manager's authority shall be submitted to the Council for informational purposes, however, failure to do so shall not be a basis for invalidation of the contract.

60.40 Purchases Over \$25,000.01- Request For Proposal (RFP) Design-Build Services

The Purpose of the RFP is for a turnkey service to include both the design and construction

of a public construction project by means of a single contract with a design-build firm shall be conducted in accordance with the current version of Florida Statute §287.055 (CCNA).

60.50 Purchases Over \$25,000.01 – A Request For Proposal (RFP) All Other Products and Services

(1) Purpose:

The purpose of the RFP is for the procurement of all products and services or combinations thereof *not previously* covered within, where in the sole discretion of the City, the goods and services cannot be defined in sufficient detail for a meaningful and fair Invitation to Bid.

(2) Procedure:

(a) This procedure is a formal sealed proposal process. Departments requiring this procedure shall submit to the Administrative Services Director or designee a complete set of specification detailing the products or services required, pre-bid conference, contract and bonds if appropriate.

(b) The Administrative Services Director or designee will review the contents of the ITB document submitted and complete the specifications by adding items such as the day, date, time and place for the RFP openings as well as the City's insurance requirements and any other forms or notices required by the City or Florida Statutes. The Administrative Services Director or designee will also prepare an "RFP" advertisement to be published in a newspaper of general circulation once per week for two consecutive weeks with a submittal due date not less than 30 days from the first advertisement. The Requesting Department will select appropriate vendors from the "Bidders List" and notify them of the RFP.

(c) When proposals are received at the specified time, date and place, the RFP opening will be held.

(d) Proposals will be opened and read aloud by The Department Head or the City Manager.

(e) After the RFP opening has been completed, the City Manager and the requesting Department Head (plus any others at their discretion) shall select a vendor for recommendation based on the predetermined criteria.

(f) The bids will be officially tabulated by the Department Head indicating the recommended vendor. The tabulation will be submitted to the requesting Department Head for confirmation signature. The tabulation will then be approved by signature of the Administrative Services Director and submitted to the City Manager for final approval signature.

(g) After the City Manager has approved the vendor selection, the tabulation will be

returned to the Purchasing Dept. A copy of the tabulation will be sent to the requesting Department, the Administrative Services Director or designee and to all bidders, denoting the selection of the successful vendor.

(h) If a contract is involved, it shall be reviewed by the Administrative Services Director and submitted for consideration by the City Manager. The contract shall then be reviewed by the City Attorney prior to presentation to the Council and Mayor. All contracts must then be approved and executed by the Council and Mayor.

(i) The requesting Department shall then prepare a requisition and submit it to the Administrative Services Director or designee to issue a purchase order number, noting the RFP number and vendor on the requisition.

60.60 Purchases Over \$25,000.01– Request For Qualifications (RFQ) Professional Services

(1) Purpose

The purpose of this method of obtaining goods and services is intended for those situations where:

- a. Goods and services are expected to be required from time to time throughout the course of the year or other specific time frame (e.g. grant period);
- b. The City is unable to accurately define ahead of time the specific quantities of goods and services expected;
- c. The City is unable to compile detail specifications or detail specifications are not appropriate; and
- d. The services are not CCNA Professional Services or Professional Services as defined in Subsection 60.30 herein.

(2) Objective

The objective of this method shall be to establish a list of pre-qualified vendors for the duration of the expected requirement who can be solicited for competitive quotations from time to time as the need for requirements arise.

(3) Types of Services

The services for which this procedure is intended shall include but not be limited to the following:

- (a) Medical Services - medicine, psychiatry, dental, hospital and other health fields;
- (b) Financial Services - bond counsel, rating and underwriting, financial advisor, and investment services;

- (c) Appraisal Services - real and personal property appraiser;
- (d) Consultants - planning, management, or scientific advisors; and

(4) Procedure

- (a) Departments requiring this process shall submit to the Administrative Services Director or designee specifications describing the goods or services required, the duration of the expected requirement, the vendor qualification criteria, bonds, contracts, and pre-proposal conference, etc. The Administrative Services Director or designee will review the contents of the request document submitted and complete the specifications with the Department Head.
- (b) The Administrative Services Director or designee will prepare an "RFQ" advertisement to be published in a newspaper of general circulation once per week for two consecutive weeks with the due date not less than 30 days following the first advertisement. When the advertisements have been scheduled, the Administrative Services Director or designee will also select appropriate vendors from the "Bidders List" for the goods or services required. All appropriate vendors, in good standing, will be notified of the "RFQ"
- (c) At the specified time, date and place, the Qualification proposals will be opened and read aloud by the City Manager, and the Department Head.
- (d) After the proposal opening has been completed, the Administrative Services Director or designee may convene an ad hoc evaluation committee consisting of the requesting Department Head, The City Manager, and any other members at the discretion of the committee. The committee shall review and evaluate all qualification proposals to determine qualified vendors in accordance with the specifications.
- (e) A tabulation of qualified vendors will be compiled by the Administrative Services Director or designee. The tabulation will then be sent to the City Manager for final approval and signature.
- (f) The Administrative Services Director or designee will then send copies of the tabulation to the requesting Department and to all proposers.
- (g) If a formal contract is involved, it will be reviewed by the /City Attorney and then submitted for consideration by the City Council and Mayor.
- (h) As the need arises for the goods or services, the requesting Department shall prepare a requisition and submit it to the Administrative Services Director or designee. The Requesting Department will solicit competitive quotations from the tabulated list of qualified vendors. When quotations are received, the Administrative Services Director or designee will select the lowest quotation and issue a Purchase Order.

60.70 Local Preference In Bidding.

(1) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“City of Avon Park” business shall mean a business in which has a fixed office or distribution point located in and having a valid business tax receipt and a street address within the City of Avon Park for at least six months immediately prior to the issuance of the competitive bid, request for quotation, or request for proposal by the City of Avon Park, and has at least three (3) full-time employees or one principal officer at this location.

“Highlands County” business shall mean a business in which has a fixed office or distribution point located in and having a valid business tax receipt and a street address within Highlands County, Florida for at least six months immediately prior to the issuance of the competitive bid, request for quotation, or request for proposal by the City of Avon Park, and has at least three (3) full-time employees or one principal officer at this location.

“Total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the city.

(2) Preference to city and county businesses. In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the city will give a preference to City of Avon Park businesses and Highlands County businesses in making such purchases or awarding such contracts based on the following:

Total Purchase Price	Highlands County Business	City of Avon Park Business
\$0.00—249,999.99	5%	7%
\$250,000.00—999,999.99	4%	4%
\$1,000,000.00—1,999,999.99	3%	3%
\$2,000,000.00 and over	2%	2%

(3) Exceptions to local preference.

(a) The procurement preference set forth in this section shall not apply to the following purchases or contracts:

1. Items exempt from competitive bidding pursuant to this Manual;
2. Contracts for professional services which is subject to the Consultant's Competitive Negotiation Act or subject to any competitive consultants selection policy or procedure adopted by or utilized by city council; and
3. Purchases which are funded, in whole or in part, by a government entity and the laws, regulations or policies governing such funding prohibit application of that preference.

(b) The local preference established in this section does not prohibit the city council from giving any other preference permitted by law, in addition to local preference authorized under this section.

(c) The local preference established in this section does not prohibit or lessen the right of the city council or city staff to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and to compare qualifications, character, responsibility and fitness of all persons and entities submitting quotations, bids or proposals.

(d) Preference in requests for proposals. In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five percent of the total score will be assigned for a local preference for either a City of Avon Park business or Highlands County business. Based upon analysis of the market pace for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

(e) Certification. Any vendor claiming to be a local business as defined in this section shall deliver a written certification to the city. The certification shall certify that the business is a "City of Avon Park Business" or "Highlands County Business" as those terms are defined herein, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business as defined herein to include a copy of its certification in its bid or proposal. The purchasing department shall be required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a local business.

70 Purchase of Real Property

70.10 Generally. No real property may be purchased or in any way acquired, even by gift, without the review of the City Attorney and the approval of the City Council.

70.20 Due Diligence Required. Agreements for acquisition shall provide for a sufficient due diligence period to obtain appraisal(s) (if required in this section or in the acquisition agreement), review the condition of the property (i.e. environmental assessments, surveys, site reviews and inspections), the condition of title, and the wisdom of the purchase, with a requirement that the Council vote affirmatively to completing the acquisition prior to the expiration of the due diligence period, or failing such vote, the acquisition is rejected, and

any deposit is returned. Such Council approval shall be subject to appropriate title and all other necessary documents as required and approved by the City Attorney be received at a formal closing.

70.30 The purchase of real property at a purchase price of \$50,000 or more, but less than \$500,000. Prior to the final approval of acquisition by the City Council for the purchase of real property at a purchase price of \$50,000 or more, but less than \$500,000, the council shall be provided at least one appraisal performed by a certified appraiser. If the purchase price exceeds the appraisal; or exceeds the average of all appraisals received, an affirmative vote of the Council must be received at a public hearing to approve the acquisition of the real property, and notice of the acquisition public hearing shall be separately posted in the same location as city council meetings.

70.40 The purchase of real property with an estimated value of \$500,000 or more. The same procedures and requirements shall be provided as for acquisitions of property for prices between \$50,000 and \$500,000 as described in 70.30 above, except that two (2) appraisals shall be required, a supermajority vote must be made to approve the sale, and notice of the acquisition public hearing shall be advertised in a newspaper widely distributed within the city.

70.50 In the event that the staff chooses to protect any real estate appraisal from being obtained as a public record under chapter 119, Florida Statutes, the acquisition shall conform to the requirements of §166.045, Florida Statutes, and the procedures provided herein shall not apply to the extent they conflict with §166.045, Florida Statutes.

The purchase of land or buildings requires the assignment of a project number to properly account for all costs associated with the acquisition. All associated costs shall be included in the project such as but not limited to improvements to land; professional services as defined under Florida Statute §287.055; title searches; appraisals; and environmental assessments. The Finance Coordinator is responsible for assigning a project number and general ledger account.

80 Bidders List (Vendor Data Base)

80.10 Purpose

The Records Department will maintain a Bidders List (Vendor Data Base) to facilitate solicitation of competitive quotations, bids, and proposals.

80.20 Procedure

- (1) The data base will be updated routinely and include qualified vendors that have requested the opportunity to bid on City purchases.
- (2) The data base will consist of various categories of vendors and firms as necessary for a comprehensive source of vendors.

(a) Periodically, the Records Department will purge the data base. Only vendors in good standing will remain on the vendor data base. If poor performance is demonstrated by a vendor, Department Heads may request the vendor be removed from the data base by submitting a letter that includes sufficient substantiation to the Administrative Services Director or designee for comments and forwarding to the City Manager for approval.

90 Specification Addendum

90.10 Purpose

The purpose of an addendum is to serve as the formal vehicle for notification to vendors of an addition or change to an ITB, RFP, or RFQ which has been advertised but not closed.

90.20 Procedure

- (1) The addendum shall describe any and all additions or changes to the specifications.
- (2) The addendum shall be prepared by the requesting department with the assistance of the Administrative Services Department.
- (3) The Requesting Department will be responsible for ensuring that all prospective bidders are notified of the addendum.
- (4) Notification will be by delivery in person, certified mail, receipted fax, receipted E-Mail, or any other method that provides proof of receipt.

NOTE: Additional means of notification are encouraged that will expedite the process such as phone, etc.

100 Annual Bids and Blanket Purchase Orders

100.10 Annual Bids

Annual bids will be solicited to obtain long term purchasing arrangements. Annual bids will be conducted according to the appropriate procedure based on the commodity or service requested and anticipated expense level.

100.20 Blanket Purchase Orders

Blanket Purchase Orders may be issued at the Administrative Services Director or designee's discretion and can be for cases such as: services for repair, electrical, insect control, etc. that may be needed; or the expedient purchase of small quantity, low cost materials on an as needed basis from a local supplier, etc., throughout a time frame that may not exceed the FY.

110 Field Purchase Orders (FPO)

110.10 Purpose

Purchases \$100 or less can be made by a Field Purchase Order.

110.20 Procedure

The Department enters Field Purchase Orders and an automatically generated number can be reserved if the amount of purchase is not known, or the amount can be entered if it is known. The Department Head approves the purchase in the purchasing system. After the merchandise is acquired, the invoice number, amount and account number are entered. An FPO/Entry receiving report is generated. The Administrative Services Director or designee sets payment date and invoices the FPO.

120 Standardization of Equipment, Supplies, Etc.

120.10 Purpose

The purpose of standardization of equipment and supplies is to capitalize on purchasing economies and or other benefits such as maintenance efficiency, spare parts consolidation and interchangeability, etc., when the same type of equipment and supplies are purchased consistently. Examples could be firefighting bunker gear and breathing apparatus, firefighting equipment, vehicles, etc., for interchangeability and cross use for all fire departments; or radio equipment, telephone equipment, etc. for interchangeability, cross use, and maintenance.

120.20 Procedure

To obtain approval for standardization of supplies or equipment, the requesting department head must submit a memorandum to the Administrative Services Director or designee requesting the standardization and must include convincing justification. Justification could be based on issues such as, but not limited to, purchase economies, safety considerations, training, and/or maintenance economies. The Administrative Services Director or designee will either reject or concur with the request. If rejected, the normal procurement process will be followed. If the Administrative Services Director or designee concurs, he/she will submit a written request to the City Manager for approval. If not approved, the normal procurement process will be followed. If approved, future purchases for the approved equipment or supplies will be purchased in accordance with the adopted standard specification. The standard specification(s) shall be used to obtain quotes or bids as appropriate.

130 Procurement Procedure Exemptions, Exceptions, and Waivers

130.10 Exemptions

Certain types of purchases and sources are exempt from the previously described formal competitive procurement procedures regardless of expense level. For purchases under \$20,000, the exempted situations may be implemented by any Department Head within the funds of that Department with the approval of the Administrative Services Director or designee (who may at his/her discretion require quotations), for purchases over \$20,000, approval must be received by the City Council. Exemptions are as follows:

- (1) Intra/Inter Governmental purchase of goods and services;
- (3) Utilities, such as water, electric and monthly telephone service;
- (4) Vehicle and equipment repair and maintenance; heavy equipment repair, maintenance, and reconditioning; and building repairs and maintenance;
- (5) The purchase of services and commodities that require an open purchase order and/or blanket P.O. and are essential to the continuous operation of a Department's program within the scope of policy and procedures. An open or blanket purchase order will be issued at the discretion of the City Manager;
- (6) "Piggy Back" purchases off of other agencies' and organizations' bids, etc. that have been conducted in a manner consistent with the requirements of Florida Statutes and the City adopted policies and procedures, e.g. the ITB's, and contracts of the State and/or other Counties, municipalities, public agencies, etc. The limitations, requirements, and exclusions of the contract, agreement, bid, etc., being piggy-backed on, shall be complied with (ex. \$10,000.00, or current, limit per purchase or approved by the City Council and Mayor).
- (7) Urgent purchases (see Emergency Purchases, Subsection 140 below); or upon approval of the City Council where it can be documented that conditions are such that due to the delay associated with going through the formal procurement process it is likely that the price received from any and all vendors will increase, or the delay will otherwise not be in the best interest of the City. In no event, however, shall emergency procurement be conducted in violation of state or federal laws.
- (8) Leases and rentals of light equipment such as copiers, pumps, etc., which may be obtained by quotations.
- (11) Purchases from another government agency or a nonprofit organization holding a designation or 501(c)(3) by the Internal Revenue Service.
- (12) Dues and memberships in trade or professional organizations; registration fees for trade or career fairs; fees and costs of job-related seminars and training.

- (13) Subscriptions, periodicals, newspapers, books, electronic information, media, maps, pamphlets and similar material in printed or electronic form.
- (14) Advertisements.
- (15) Health and social services including examination, assessment, diagnosis, treatment, prevention, case management, consultation or administration, and funeral-related services.
- (16) Educational or academic programs; educational or recreational field trip instructors, trainers, facilitators, professional advisors.
- (17) Legal services including retaining services of law firms or other outside counsel for any reason, expert witnesses, appraisal services, trial consultants or similar persons of firms deemed by the City Council as necessary to address the legal needs of the City.
- (18) Goods or services purchased from grants, gifts, bequests or donations to the extent of the application of this article would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.
- (19) Products or services necessary to maintain existing warranties and licenses or to maintain compatibility with existing City systems.
- (20) Personnel services; recruitment services.
- (21) Standardization as provided in this Manual, whereby purchases are directed to one source because of standardization, even though other competitive sources may be available.
- (22) There is but one sole source from which to reasonably acquire those particular goods or services, and other similar goods and services are not reasonably similar enough to compete.
- (23) Works of Art for Public Display.
- (24) Services related to the acquisition, sale or transfer of real property.
- (25) Financial Instruments: professional services required for the issuance of City debt, debt service and City investments related thereto, including the selection of investment bankers for the City's Underwriting Pool. In addition, the RFP process for

financial instruments may be waived by the Procurement Official in cases that are overly complex, as determined by the Chief Financial Planning Officer.

- (26) Entertainment services for City-sponsored events.
- (27) Services for management studies, executive analysis and related matters as directed by the City Manager or his/her designee.
- (28) Where specified by in detail by City Ordinance, including findings of fact as to how the waiver of other purchasing procedures is in the public interest.

130.15 Change Orders for Construction Projects

Deductive Change Order(s) that do not change the City approved outcome and Additive Change Order(s) or Unit Modification(s) to any construction contract, that does not exceed the current Sealed Bid threshold as established by the City, and that is/are within the project's budgeted amount, may be authorized and approved if submitted in writing to the City Manager for approval by City Council. Neither a Project Manager nor a Co-manager may be the approving authority.

Change orders may not be divided into multiple change orders in order to circumvent the above requirements. Change orders may not exceed 10% of the original bid.

Types of Change Orders / Descriptions:

Emergency Change Orders are those changes which were not detectable prior to implementation of the work and require immediate attention in order to prevent costly delays and/or pose a threat to the public's safety and welfare. If the amount exceeds the bid threshold, currently \$10,000 dollars, the work would be performed to correct the problem with an update to the Council and Mayor at their next scheduled meeting.

Unit Modifications are limited to those item(s) for which a unit price was included in the original bid and formal contract.

Value Change Orders are those changes specifically related to types of materials used, methods of construction and/or design, that will generate a project performance enhancement, cost advantage, or both, and were not detected prior to the implementation of the work, i.e. low energy windows instead of tinted glass.

Note: Increases or decreases in contract completion time resulting from approved change orders are to be documented and included as part of the change.

130.15 All Other Exceptions and Waivers

Except for Emergency Purchases outlined in Paragraph 140, below, only the Council and Mayor shall have the authority for any other waivers or exceptions to the policies and procedures in this

manual.

140 Emergency Purchases

140.10 Purpose

While purchasing procedures involving competitive bidding are desirable for most purchases, when an emergency arises it is necessary to be able to expedite the process. For this reason, the City has adopted an Emergency Purchasing Policy and Procedure to enable purchases to be made as necessary for the circumstances. In no event, however, will procedures required under state or federal law be modified except as allowed under those laws.

140.20 Level 1 Emergency

(1) Definition

Level 1 emergency is:

(a) an unforeseen situation in which there is a breakdown in City service and there is an urgent need to restore such service in order to avoid serious and adverse consequences affecting the life, health, welfare, or property of the citizens of the City; or

(b) an unforeseen situation in which urgent measures need to be taken to avoid the possibility of risk or serious and adverse consequences affecting the life, health, welfare, property, or financial assets of the City. Lack of planning should not be an acceptable reason for declaration of a Level 1 Emergency.

(2) Procedure

(a) In an emergency situation the City Manager, Department Head or the City Council or Mayor may authorize an emergency purchase and waive any bid requirements.

(b) If the emergency occurs during normal working hours, the Department must attempt to obtain appropriate authorization for the purchase through telephone or verbal communications by notifying the Purchasing Department and submitting a requisition form through regular procedures.

(c) If the emergency occurs at night, weekends, or holidays, the Department Head **must contact** the City Manager.

1. On the first working day after an emergency purchase has been made, the Department must follow-up the purchase with the preparation and submission of a requisition form with a written explanation of the circumstances calling for the emergency actions.

2. The fact that the purchase was an emergency purchase should be highlighted on the requisition form.

3. Upon receipt of the requisition, Accounts Payable will process it for a purchase order.

140.30 Level 2 Emergency

(1) Definition

A Level 2 emergency is a situation where the City has made a formal Declaration of Emergency. In this case, the purchasing policies and procedures are waived for allowing purchases that are applicable to the declared emergency to be made as expediently as necessary.

(2) Procedure

The City Manager and the Department Head and/or the City Council and Mayor will make the necessary decisions as to these purchases.

150 Requisitions

150.10 Purpose

The requisition will serve as a Source Document for purchases, warehouse goods and work orders. In addition, the requisition is used to initiate a Purchase Order and interface with and update the City's financial system. The Purchase Order will also serve as the initial document in the chain of formal documentation of the purchasing process.

150.20 Procedure

(1) Authorized Signature

A requisition must be prepared in the purchasing program by an authorized person for the Department. Department Heads should designate one or more employees with authority to prepare Departmental requisitions. Department Heads must submit to the Accounts Payable Department a list of employees that are authorized to prepare and submit requisitions, identifying cost centers, dollar amounts, and other limitations that are applicable.

(2) Purchases

- (a) Use separate requisitions for each vendor.
- (b) Do not combine regular purchases and inventory items on the same requisition.
- (c) Organize items by object code if codes are available and part of the description.

- (d) Requisitions must be completely filled in with all pertinent information to identify the item(s) or service(s) to be ordered in detail sufficient to obtain quotations from vendors. Incomplete requisitions will be returned to the requisitioner for completion or correction.
- (e) The requisitioner shall review their Department's availability of funds prior to preparing and submitting requisitions to Accounts Payable.

(2) Inventory Purchases

- (a) Do not combine outside purchases and warehouse inventory items on the same requisition.
- (b) On inventory requisitions, the stock number and description of the item(s) must be completely filled in.
- (c) The requisitioner shall review their Department's availability of funds prior to preparing and submitting requisitions to Accounts Payable.

(4) Purchasing Department (Accounts Payable) Review

(a) General

Prior to processing, Accounts Payable will review, pre-audit, and return any requisitions that are:

1. Incomplete
2. Unsigned or Unauthorized
3. Signed and/or authorized by an unauthorized person
4. Involve a pre-purchase or other violation of City Policies or Procedures.

(b) Detail

1. Accounts Payable will pre-audit the account codes on the requisition form, pursuant to Florida Statutes, for:
 - a. Proper Department cost center
 - b. Proper object code
 - c. Valid account combination
2. Changes made to account numbers shall not be made without first contacting the requesting Department.
3. The requisitioner and the Administrative Services Director or designee will be contacted to resolve any problems or questions regarding account coding.

4. The City Manager shall have the final say in the determination of the proper account codes and any changes that are made will require the City Manager to contact the affected Department Head.

160 Purchase Orders

160.10 Purpose

The purpose of a Purchase Order is to officially and formally commit to a purchase from a vendor (business, firm, agency, supplier, etc.).

160.20 Procedure

(1) After approval of the requisition, the selection of the vendor, and the award of the purchase, the Accounts Payable Department will complete and distribute the final version of the purchase order.

(2) The **Requisitioning Department** will enter the details of the purchase order form on the "on line" purchasing system, details to include appropriate information in the main body of the purchase order as to equipment number, project name (and number if assigned), Department title or name for which the purchase is made.

(3) The encumbrance and assignment of a purchase order number will be done on the "on line" purchasing system.

(4) When approved, the encumbrance will be processed in the City's accounting records and charged against the account coding entered by the Department.

(5) If there are any invalid account coding problems, the Department Head will be contacted for resolution of the problem. The account number shall not be changed without first contacting the requesting Department. The City Manager shall have the final say in the proper account coding and shall contact the requesting Department and advise of the correct coding.

(6) The Accounts Payable Department will print two purchase order documents on the "on line" system.

(7) After printing the purchase order, the Accounts Payable Department will distribute the final version of the purchase order as follows:

- (a) Purchasing Copy - purchasing files;
- (b) Department Copy - returned to requesting Department;

(8) The City requires that if a vendor did not include the original invoices with the shipment, the invoice shall be mailed to the Ship-to address.

160.25 Exceptions:

To the issuance of a Purchase Order include Purchasing Card purchases and utility services, such as water, sewage, electricity, gasoline, landfill charges, annual contracts and telephone service.

160.30 Purchase Order Changes

If a Department desires to change or cancel a purchase order after it has been encumbered, the Department must contact Accounts Payable to:

- (1) Correct clerical or technical errors;
- (2) Correct account code(s), with certain exceptions. (Must be within budgeting guidelines);
- (3) Change or correct dollar amounts when approved prior to performance of work;
- (4) Change of vendor where no payments have been made (requires cancellation/reissue);
- (5) The Accounts Payable Department shall have the authority to accept or reject proposed changes as it may affect any outside vendor or purchasing transaction that has already been agreed to.

Any disputes will be referred to the City Manager.

170 Receiving Orders

All orders will be received at the requesting departments. A Department shall receive ordered goods or services at the place and within a reasonable time, as indicated on the completed and encumbered purchase order.

170.10 Procedure

When an item or service is received, the receiver shall inspect the package and contents and agree them with the Packing Slip.

- (1) Note any damage items must be reported to the Accounts Payable Department and the receiving department will return the items.
- (2) Confirm correct quantity and description and **FILL IN QUANTITIES RECEIVED** in the on-line receiving process (if there is a shortage or discrepancy in the goods received, contact the Accounts Payable Department the same day as the delivery, or as soon thereafter as possible).

180 Payment Authorization

180.10 Purpose

To initiate payment to a vendor for a received order or service.

180.20 Procedure

(1) The Department requisitioner authorizes payment by completing the receiving process and submitting all invoices to the Accounts Payable Department.

(a) Accept the partial shipment, hold the receiving report until the rest of the order is delivered and then submit it to the Accounts Payable Department.

(2) For fixed asset acquisitions, the Department must also prepare and submit an Acquisition/Disposition Report(s) form to the Accounts Payable Department and The Administrative Services Director or designee.

190 Issuance of Payment

190.10 Process

(1) Upon receipt of an invoice, the Accounts Payable Department will process it for payment in accordance with the appropriate procedure for processing invoices.

(2) All payments will be charged against the purchase order number encumbered for the order.

(3) When mailed invoices, credit memos, monthly statements, etc., are received by a Department, the Department shall promptly forward them to the Accounts Payable Department.

(4) The Accounts Payable Department will maintain all invoices on file for use in processing payments for orders.

(5) The Accounts Payable Department will process the checks.

(6) For a contract or bid, the contract or bid price is the firm payment limit.

200 Request For Payment Of An Invoice Without A Purchase Order

200.10 Purpose

The purpose of this procedure is to facilitate payment for goods or services purchased without first obtaining a Purchase Order.

200.20 Procedure

The procedure requires the department who made the purchase to submit the proper forms for approvals: by the Administrative Services Director or designee and/or the City Manager as authorization for payment.

(1) Complete a "check request form" including the invoice.

(2) Submit the documents to the Administrative Services Director or designee.

REF: *See Appendix for sample.*

210 Payment Of An Invoice In Excess Of A Purchase Order

210.10 Purpose

The purpose of this procedure is to authorize payment of an invoice when a legitimate disparity exists between the Purchase Order and the invoice.

210.20 Procedure

Upon receipt of the invoice the Accounts Payable Department makes all adjustments such as credit allowances, credit for sales tax charged, freight charges, increase or decrease in price quoted. The system is set to allow spending of 15% over the Purchase Order amount without further approval. An invoice exceeding 15% over the Purchase Order amount requires a Change Order to the Purchase Order.

220 Vendor Protests

220.10 Right To Protest

Any actual or prospective bidder, individual making an offer, organization or contractor who is aggrieved in connection with the solicitation or award of a bid, RFP, or contract may lodge or file a protest.

220.20 Procedure

In the interest of trying to resolve protests as quickly as possible, the protestor should be encouraged to first express the protest to the Administrative Services Director or designee. If the protestor is dissatisfied with the response, he/she should proceed to express the protest to the City Manager. If the protestor is dissatisfied with that response, he/she should proceed to express his/her protest to the City Council and Mayor.

In no case, however, will a protestor be discouraged from pursuing a protest by any reasonable means preferred by the protestor.

220.30 Stay of Procurement or Award During A Protest

If the nature of the protest could have an adverse effect on the award or procurement, the City Manager may, at his/her discretion, defer the award or procurement, while taking into consideration the best interest of the City.

SECTION 4 - FISCAL YEAR-END PROCESSING

10 Inventory

In order to facilitate year-end processing, a physical inventory of warehouse stock is required. A date and time for conducting the physical inventory will be mutually agreed upon by all affected departments. The physical inventory will be conducted under the supervision of the Administrative Services Director or designee.

SECTION 5 - MANAGEMENT AND DISPOSAL OF CITY PROPERTY

10 Disposal of All City Property Except Recyclable Items

10.10 Purpose

The purpose of this subsection is to provide procedures for disposal of all City property, i.e. equipment, furniture, materials, fixed and movable assets, real estate, etc. by transfer, sale, trade-in, surplus, or discard. The disposal of all City property shall be in accordance with the applicable Florida Statutes and the procedures defined herein.

10.20 Procedure for Disposal of Tangible Personal Property

(1) Trade-In Of Tangible Personal Property

- (a) If a user Department requests that this category of property be used for trade-in on a purchase of new equipment, the user Department must first contact the Administrative Services Director or designee and give complete information pertaining to the property being traded and type of equipment being traded for.
- (b) The Department Head will determine whether a trade-in is appropriate, but the trade-in shall be at or reasonably near the fair market value, or create other benefits in the acquisition of the new item such that there is a reasonable equivalence to fair market value in the overall deal.
- (c) The user Department will complete an Acquisition/Disposition Report and send it to the Accounts Payable Department and the Administrative Services Director or designee.
- (d) Once the property has been traded, the Administrative Services Director or designee for removal-will remove-the property from property control records as required.

(2) Surplus/Damaged/Non Usable - Tangible Personal Property

- (a) If a user Department determines this category of property to be surplus for their

operation, not usable due to age or technology, or is damaged beyond economical repair, the Department shall submit an Acquisition/Disposition Report(s) for each item being so designated to the Administrative Services Director or designee.

- (b) The Administrative Services Director or designee will change the status in the asset records in the accounting program to record the transfer of the property to the identified storage location. All surplus items that have commercial value which have accumulated in storage over a period of time will be compiled into a list that will be distributed to all Departments to determine if there are any items that they would like to have transferred to their respective Departments:

1. After selections have been made by the various Departments, the original list will be revised to reflect the remaining items in storage. If any selected items are classified as tangible personal property, a disposition form will be sent to the Finance Office.

2. A memo will then be sent to the City Manager requesting permission to conduct a two-step disposal process: Step 1, the items will be offered for sale or lateral transfer to "other governmental agencies" or Non-Profit agencies; and then Step 2, the remaining items will be offered for sale at a public auction.

3. All items sold at "Public Auction" will be sold "AS IS", "WHERE IS". Receipts will be tallied in a report along with a list of the property sold which will be submitted to the Administrative Services Director or designee.

4. Any items not sold at Public Auction may be considered to have no commercial value and either be disposed of at the landfill, given away to a non-profit agency or returned to storage for the next auction at The Administrative Services Director or designee discretion. A list of all disposed items will be sent to the Administrative Services Director or designee.

10.30 Leases of City's Real Property

(1) Procedure

(a) All leases shall be reviewed and approved by the City Attorney, City Manager and City Council and Mayor prior to execution. Lease for periods in excess of five (5) years must be approved by Ordinance.

20 **Inventory Control**

20 10 General

The Administrative Services Director or designee shall have responsibility for administration of Inventory Control processes.

20.20 Specific

- (1) The Administrative Services Director or designee shall:
 - (a) conduct annual physical inventory inspections
 - (b) issue property tags

EXHIBIT A
PURCHASING CARD POLICY

PURPOSE

To establish those procedures under which departments will control the use of Purchase cards assigned to and utilized by The City of Avon Park employees for purchasing non-restricted commodities and services on behalf of The City of Avon Park. These procedures are intended to accomplish the following:

1. To ensure the procurement with Purchasing Cards is accomplished in accordance with the policy and procedures established by the Administrative Services Department.
2. To enhance productivity, significantly reduce paper work, improve controls and overall cost associated with purchases.
3. To ensure appropriate internal controls are established within each department procuring with Purchasing Cards so they are used only for authorized purposes.
4. To have timely and meaningful management reports which detail and summarize periodic activities.
5. To ensure The City of Avon Park bears no legal liability from inappropriate use of Purchasing Cards.
6. To provide a convenient method for purchases, consolidate payments, improve customer service, reduce transaction cost, streamline processes and capture spending information.
7. Prompt payment to vendors and provide hard data on purchase activity with vendors in order to achieve savings by negotiated discounts based upon the volume of business with the vendor.
8. The primary advantages of the Purchasing Card Program are the various ways that The City of Avon Park and the Cardholder can establish limits and restrictions. These features allow The City of Avon Park to tailor the program to fit its needs and to extend purchasing responsibility to many more individuals than in the current purchasing environment, while maintaining or even increasing accountability.

The success of The City of Avon Park Purchasing Card Program relies on the cooperation and professionalism of all personnel associated with this initiative. The most important participant is the Cardholder. Finally, it is intended the procedures established herein are viewed as minimum standards for each department, who may wish to establish additional controls beyond those suggested by the procedures.

SCOPE

This procedure will be applicable to those departments who have selected employees to use Purchasing Cards to purchase goods, services, travel and training, or for specific expenditures incurred under conditions approved by this procedure, i.e.: emergencies. The decision of when a Purchasing Card is issued, to whom, and dollar limitations will be made by the City Manager.

APPLICABILITY

This procedure applies to all departments of The City of Avon Park.

BACKGROUND

A number of unique controls have been developed for this program that does not exist in a traditional credit card environment. These controls ensure each card can be used only for specific purposes and within specific dollar limits. In addition, each Cardholder requires certification on all purchases, with verification performed by their immediate supervisor before payment is made to the vendor.

LIMITS AND RESTRICTIONS

The following limits can be uniquely established:

1. Spending amount per day, billing cycle, and month. The Cardholder can only incur transactions totaling a predetermined dollar amount within any defined period.
2. Number of transactions per day, billing cycle and month. The Cardholder can only incur a predetermined number of transactions within a predefined period.
3. Single Purchase Amount. A limited dollar amount for any single transaction. Cardholders shall not split transactions to stay within their limits.
4. Merchant Category Codes (MCC). The MCC are assigned by Visa to a merchant, which identifies the primary type of goods, or service they provide. The MCC are designed to offer every combination possible and restrictions are imposed at the point of sale if the blocked merchant requests authorization for the transaction.

BENEFITS

There are many benefits to using the Purchasing Card including:

1. The City of Avon Park's Benefits:

- ❖ Simplifies the purchasing process for the large number of low dollar purchases, freeing up time for large dollar purchases.
 - ❖ Lowers the overall transaction processing cost per purchase.
 - ❖ Accountability.
 - ❖ Provides management information electronically which is currently unavailable.
2. Cardholder Benefits:
- ❖ Convenience of purchasing without an intensive Requisition/Purchase Order processing system.
 - ❖ Expedites the delivery of goods or services to the job site.
 - ❖ Expands the list of merchants from whom purchases can be made.
3. Merchant Benefits:
- ❖ Expedited payment to the merchant within 48 hours.
 - ❖ Reduces paperwork
 - ❖ Lowers risk of nonpayment.

TRAINING

All Cardholders will complete training before they are issued a Purchasing Card.

1. Participating in the Purchasing Card Program is a privilege being offered by The City of Avon Park. If the City Manager becomes aware of any inappropriate or late approval of transaction, Cardholder privileges may be canceled.
2. It is expected that the Purchasing Card Procedures and training program will assist you in making this program a success.

CARDHOLDER SPENDING LIMITS

1. The Delegation of Authority has been provided to each Cardholder sets the maximum dollar amount for each single transaction of \$500.00 for small non-stocked products and services or for travel and training. Each time a Cardholder makes a purchase with his/her Purchasing Card, this limit will be checked, and the authorization request will be declined should the amount exceed the limitation.

2. The City Manager will establish different limits for each employee.
3. The following is an initial spending limit for departments, this is subject to change as deemed necessary by the City Manager:

<u>EMPLOYEE</u>	<u>ACCOUNTS</u>	<u>AMOUNT</u>
▪ City Manager	ALL	3,500
▪ Administrative Services Director	ALL	2,500
▪ Public Safety Director	ALL	2,500
▪ Utilities Manager	ALL	1,500
▪ Public Works Manager	ALL	1,500
▪ All Other Designated Employees	Travel, Fuel & Training	500

USE OF PURCHASING CARD

1. The Purchasing card is to be used for The City of Avon Park purchases only. Cash Advances through bank tellers or automated teller machines are prohibited. The Purchasing Card will not be used for personal purchases. When traveling, if meal charges exceed the authorized subsistence rates as stated in Florida Statute Section 112.061, the traveler will be required to reimburse The City for the difference in the amounts.
2. Cardholder Responsibility- The Purchasing Card that the Cardholder receives has his/her name embossed on it and the card shall not be lent to any other person.
3. Every Cardholder is responsible for the security of their Purchasing Card. All precautions shall be used to maintain confidentiality of the Cardholders' account number and expiration date of the Purchasing Card.
4. Conditions for Use – The total of a single purchase to be paid for using the card may comprise multiple items and cannot exceed the authorized single invoice limitation. Purchases will be denied if authorization single purchase limit is exceeded. Payments for purchases are not to be split in order to stay within the single purchase limit.
5. When using the Purchase Card, Cardholders should:
 - ❖ Ensure the goods or services to be purchased are allowable.
 - ❖ Determine if the intended purchase is within Cardholder's Purchasing Card limits.

- ❖ Advise the supplier/merchant that the purchase will be made using the Purchasing Card.
 - ❖ Inform the merchant that the purchase is tax-exempt. Review the receipt before leaving the store and if taxes were included, request a credit.
 - ❖ If using the Purchasing Card for travel, membership dues, conference, training or other transactions, which require prior approval, all appropriate forms must be completed and approved prior to making the purchase.
6. When placing telephone or mail orders or On-Line Purchasing Cardholders should:
- ❖ Inform the merchant that the purchase is tax exempt. The tax-exempt identification number is printed on the back of the Purchasing Card.
 - ❖ Make sure the merchant understands that charges are not to be billed until the item(s) has been shipped. Florida law prohibits payment to a merchant prior to receipt of goods or services except in specific circumstances.
 - ❖ If an item is not currently in stock, and is back ordered, remind the merchant that the Purchasing Card cannot be billed until the back ordered item has been shipped.
 - ❖ Inform the merchant that any shipping or delivery fees must be included in the unit price.
7. Returning merchandise purchased with the card – The Cardholder is responsible for managing any returns/exchanges and ensuring that proper credit is received for returned merchandise.
- ❖ Review the card statement to insure the account has been properly credited for return items.

DOCUMENTATION, RECONCILIATION AND PAYMENT PROCEDURES

1. Documentation- Any time a purchase is made that will be paid using the Purchasing Card; the Cardholder is to obtain a customer copy of the charge slip, which will become the accounting document. Insure all carbon copies are destroyed.
2. Missing Documentation –If for some reason the Cardholder does not have documentation of the transaction to send with the statement, he/she must attach an explanation with a reconciliation statement that includes a description of the item, date of purchase using the Missing Receipt Documentation Form Instances of frequent abuse of this provision will result in cancellation of the Cardholder's Purchasing Card.

3. Payment and Invoice Procedures – Purchases made by employees will be paid by the accounting department once the Cardholder's certification and the approving official's verification has been completed and the account number has been assigned for each transaction.
 - ❖ Receipts: The Purchasing Card receipt or vendor's sales receipt for purchases must be supplied. When purchases are conducted by telephone, request the vendor to forward the receipt to you. These receipts are to be stapled to the monthly statement. Failure to keep adequate receipts will lead to the loss of Purchasing Card privileges. If receipts are lost, attach a note indicating the item(s) purchased.
 - ❖ The Purchasing Card Issuer will provide one copy of the billing statement to the Cardholder and one copy to the accounting department at the end of a billing cycle. The copy of the statement will be mailed to the individual Cardholder. This statement will have a listing of all items processed in the previous 30 days.
 - ❖ The Cardholder is required to review the statement and to note any errors on the bill. The Cardholder signs the statement certifying items purchased and forwards to the supervisor within two workdays after it is received.
 - ❖ The departments' supervisor reviews the statements and where applicable, a "Statement of Dispute" is attached. Once reviewed, the statement is forwarded to the accounting department. The accounting department will fax all "Statement of Disputes" to the bank.

APPROVAL

Approval of all transaction that a Cardholder has made using the Purchasing Card will not be totally defined in the procedures. Department Head and Supervisors are required to look at each purchase and the merchant who made the sale in order to determine if the items were for official use and if they were approved.

1. Purchase cards are restricted to \$500 per transaction, unless verbal approval is obtained from the City Manager.
2. If for any reason the Department Head questions the purchase, it is his/her responsibility to resolve the issue with the Cardholder. If they cannot be satisfied the purchase was necessary and for official use, then the Cardholder must provide a credit voucher proving the items were returned for credit.
3. Should it be evident that an unauthorized purchase was knowingly made the City Manager will determine what action will be taken.

DISPUTES/UNAUTHORIZED CHARGES

1. If a suspicious charge appears on a monthly statement, the Cardholder should first attempt to verify the charge with records of purchase. If the Cardholder does not agree with the charge posted on the statement, the Cardholder must notify the bank in writing, using the "Cardholder Dispute Form". The bank will research the disputed charge and make the necessary adjustments. Copies are sent to the Administrative Services Department.
2. Credit to Account – When the bank receives proper notification of a disputed charge, the charge amount will be removed from the total owed by The City of Avon Park and shown on the monthly statement as a "suspense" item. When the dispute is resolved, the charge will either be removed from the monthly statement or charged to the Cardholder's department if the charge was valid.
3. If items purchased with the Purchasing Card are found defective or the repair or services faulty, the Cardholder has the responsibility to return items to the merchant for replacement or to receive credit on the purchase. CASH REFUNDS WILL NOT BE PERMITTED. If the merchant refused to replace or correct the faulty item, then the purchase of this item will be considered to be in Dispute.
4. A disputed item must be noted on the Cardholder's statement.
5. It is essential that the time frames and documentation requirements established by the Purchasing Card Issuer be followed to protect the Cardholder's rights in dispute.

REQUEST FOR INITIAL, ADDITIONAL OR CHANGES TO PURCHASING CARD

1. Requests for a new Cardholder or changes to a current Cardholder will be done by submitting "Request for Purchasing Card" form. The form will be processed through the Administrative Services Director or designee who will forward the request to the Purchasing Card Issuer.
2. The City Manager must approve all requests for Purchasing Cards.
3. When the Administrative Services Director or designee receives the Purchasing Card from the Issuer, it will require the Cardholder to personally sign for his/her card and the Administrative Services Director or designee will notify the appropriate supervisor.

SEMI-ANNUAL INVENTORY OF PURCHASING CARDS

1. On a semi-annual basis, the Administrative Services Director or designee will provide a list of cards issued to employees for each department. The Administrative Services Director or designee will conduct a physical inventory of cards and prepare a report on the results of said inventory.

LOST OR STOLEN PURCHASING CARDS

1. Should an employee lose or has their Purchasing Card stolen, it is the responsibility of the Cardholder to immediately notify the Administrative Services Director or designee and the credit card issuer. The telephone number of the issuer will be provided when the card is issued to the Cardholder.
2. Failure to promptly notify the issuing bank of the theft, loss, or misplacement of the card could make the City of Avon Park responsible for any fraudulent use of the card and result in loss of privileges for the Cardholder.
3. The Cardholder must call the bank immediately upon discovering the card has been lost or stolen.

TERMINATION

1. A Cardholder who terminates their employment must relinquish their Purchasing Card at the time of the separation from the City to their supervisor. The Administrative Services Director or designee will notify the bank and the Cardholder's card will be immediately deactivated. A Cardholder who fraudulently uses the Purchasing Card after separation from the City will be subject to legal action.
2. Purchasing Cards canceled for any reason must be destroyed by cutting it down the magnetic strip.

AUDITS

The Administrative Services Director or designee may conduct random audits for both card activity and receipt retention as well as statement review.

FEEDBACK

Your feedback regarding this program is important. Finance needs to know if you have any issues and we welcome suggestions for improvement.

NON- ALLOWABLE EXPENDITURES

- Entertainment
- Personal use
- Cash advance
- Alcoholic beverages
- Tobacco products
- Non-work or personal use items and services
- Services such as consultants or construction
- Telephone credit cards

GLOSSARY

ACCOUNTING SERVICES - (see Professional Services)

ACQUISITION DISPOSITION REPORT - a form used to formally notify the Finance Office of the purchase or change of ownership of Tangible Personal Property.

ADDENDUM - an addition or change in the already prepared specifications that an invitation to bid or quotation had already been mailed out for sealed bids.

ANNUAL BIDS - bids conducted once per year for goods and services to be purchased during the course of the year.

APPRAISAL SERVICES - real property appraisals.

ARCHITECTURAL SERVICES - (see Professional Services)

AUDIT SERVICES - (see Professional Services)

BID BOND - a bond obtained by a bidder to guarantee his bid.

BID OPENING - the formal process of opening sealed bids and proposals.

BIDDERS LIST - the list of vendors to receive requests for quotes, ITBs, RFPs, etc.

BLANKET PURCHASE ORDER - a purchase order issued with a general description of goods or services which can be used for several purchase transactions over a period of time.

CERTIFICATION AND SELECTION COMMITTEE - an ad hoc committee for the purpose of qualifying and negotiating a Design-Build Service.

COMMODITIES - any goods, materials, products, supplies, or equipment.

COMPETITIVE NEGOTIATIONS - negotiations with a Professional Services firm selected via the RFP process.

CONSULTANT SERVICES, PLANNING, MANAGEMENT, SCIENTIFIC - non-Professional Services consulting.

CONTRACT - (for purchasing purposes) - a formal, written agreement between the City of Avon Park and a specific vendor for a particular purchase or service. The Purchase Order is also a type of contract.

DESIGN CRITERIA - criteria required for a Design-Build RFP.

GLOSSARY (continued)

DESIGN-BUILD - a service wherein the design and construction of a building are all inclusive in one contract.

EMERGENCY - either one of two possible specific definitions of emergency conditions (Level 1 or Level 2) as further defined in Section 3.

ENGINEERING SERVICES, PROFESSIONAL - (see Professional Services)

EXEMPTIONS - certain types of purchases or sources for purchases which are exempt from the normal competitive procurement process.

FINANCIAL SERVICES - financial consulting and advice.

FORMAL COMPETITIVE PROCESS - the formal ITB or RFP process used to procure goods and services.

ITB - (see Invitation to Bid)

INTERNAL PURCHASES - purchases made between two departments, more commonly between a department and the City Warehouse.

INVITATION TO BID (ITB) - a formal invitation to submit a sealed bid for a specific item or service.

LANDSCAPE ARCHITECT SERVICES - (see Professional Services)

LEGAL SERVICES - (see Professional Services)

MEDICAL SERVICES - all medical related services such as: physicians, hospital, wellness program, consulting, insurance admin., etc.

PETTY CASH PURCHASE - a method used for the reimbursement of purchases by City staff of items or services whose cost is normally in the price range of \$0.01 to \$50.00.

PHYSICAL INVENTORY - the physical verification of inventory items.

PO - (see Purchase Order)

PRE-BID CONFERENCE - a meeting of all interested parties prior to the opening date of the formal "Sealed Bid" at which all questions and abnormalities concerning the project are discussed.

PRE-PROPOSAL CONFERENCE - (see Pre-Bid Conference)

PRICE ESTIMATE - a price given by a vendor for an item or service which is not necessarily a firm quote.

GLOSSARY (continued)

PROFESSIONAL SERVICES - assistance obtained in support of City operations from an independent contractor in one of the following professional fields: (architectural, engineering, landscape architecture, and registered land surveying as defined by Florida Statute 287.055; and legal services; and audit and accounting services).

PUBLIC CONSTRUCTION BOND - a performance payment bond required for construction projects that are in excess of \$100,000.00.

PURCHASE ORDER - the formal document that officially and legally commits the City and encumbers funds to purchase an item or service.

PURCHASING CARD - a credit card, usually a Master Card or a Visa Card.

REAL PROPERTY - real estate.

RECEIVING REPORT - the copy of the Purchase Order, or General Receiving Report used to officially acknowledge receipt of goods or services as a prerequisite to payment for the goods or services.

REQUEST FOR PROPOSAL - issued for the procurement of goods or services. This method can be used to: (a) obtain goods and services when the compilation of detail specifications is not appropriate; or (b) obtain Professional Services as defined herein.

REQUEST FOR QUALIFICATIONS - issued for the purpose of qualifying vendors in anticipation of procurement of a) goods or services; or b) an RFP for professional services.

REQUISITION - a request for the purchase of items or services, not an authorization to purchase.

RFI - (see Request for Information)

RFP - (see Request for Proposal)

RFQ - (see Request for Qualifications)

SEALED BID - a formal bid submitted in a sealed envelope to be opened at a date and time specified in the Invitation To Bid.

SPECIFICATIONS - minimum and/or maximum guidelines or limitations required for items or services to be purchased.

STANDARDIZATION - establishment of a standard (type, design, style, or brand) of equipment or supplies.

SURVEYING SERVICES, LAND, REGISTERED - (see Professional Services)

GLOSSARY (continued)

TABULATION - a complete list of all sealed responses received for a single ITB, RFP or RFQ. (Includes all pertinent information such as vendor name, price, delivery time, options available, ranking and or exceptions made to the specifications.)

TANGIBLE PERSONAL PROPERTY - fixed and movable assets as defined by Florida Statute 274.

VENDOR DATA BASE - (see Bidders List)

VENDOR - an individual, company, or agency that either is available to sell goods or services to The City of Avon Park or has sold goods or services to The City in the past.

VERBAL QUOTATION - a verbally stated quotation of price by a vendor.

WAIVERS - (see Exemptions)

WRITTEN QUOTATION - a quotation of price stated in writing by a vendor.

YEAR END CUT OFF - the point in time near the end of the fiscal year at which requisitions may no longer be submitted to the Purchasing Department.



Exhibit B
City of Avon Park
Check Request

REQUESTED BY: _____ DATE: _____

VENDOR: _____ VENDOR # _____

DESCRIPTION:

ACCOUNT NO: _____ - _____ - _____ - _____ AMOUNT: \$ _____

DEPARTMENT HEAD: _____ DATE _____

AUTHORIZATION: _____ DATE _____
CITY MANAGER

ADMINISTRATIVE SERVICES DIRECTOR DATE _____

Maria Sutherland

E10

From: Julian Deleon
t: Monday, March 02, 2015 8:11 PM
Maria Sutherland
Cc: Terry Heston; Parke Sutherland; Sharon Schuler; Brenda Giles; Garrett Anderson
Subject: Donaldson park options agenda item

Maria,

Please add the following summary:

Future of Donaldson Park

Background: Sometimes less is better. Last year, unfortunately, the pavilion at the center of the park caught fire. Recently, public works department demolished the structure. The roofing structuring was burnt beyond repair.

After the demolition of this damaged structure, staff noticed how nice this opened up the view of the lake front for possible festivities and gatherings at Donaldson Park for large crowds.

We have to options:

Option one is replacing the pavilion which burned down.

Option two would be not replacing, but re-engineering the concrete slab to provide a larger gathering lake front open for the public for such events which may be widely attended.

At your convenience, if you could please drive by and examine the park, this would be much appreciated and provide the necessary insight and input at the meeting.

Julian Deleon, City Manager
863-452-4403

Sent from my iPhone

211

Bonnie Barwick

From: Julian Deleon
Time: Monday, March 02, 2015 8:02 PM
To: Maria Sutherland; Bonnie Barwick
Cc: Sharon Schuler; Brenda Giles; Garrett Anderson; Terry Heston; Parke Sutherland; Jennifer Codo-Salisbury
Subject: Agenda item addition

Maria: I was asked by Mayor Schuler to please add the item below as a discussion item to the Council's agenda:

"Discussion item on applicability of C4 upstairs residential housing in the Downtown District and impacts on Brickell sales contract"

Julian Deleon, City Manager
863-452-4403

Sent from my iPhone

Table 2.04.01(B), Table of Development Standards

Underlined> is text to be added. ~~Strikethru~~ is text to be removed.

District	Maximum Density (units/ac)	Minimum Lot Size (square feet)	Minimum Lot Width (feet)	Minimum Floor Area	Setbacks (in feet)			Maximum Lot Coverage	Maximum Bldg. Height (feet)
					Front	Rear	Sides		
R-1AA	3	12,000 s.f.	85	1,500 s.f.	25	25	10	25%	35
R-1A	4	10,000 s.f.	65	1,200 s.f.	25	20	10	30%	35
R-1	6	7,000 s.f.	50	1,100 s.f.	25	20	7.5	35%	35
R-2 SF	6	7,000 s.f.	50	1,100 s.f.	25	20	7.5	35%	35
R-2 Duplex	4 duplexes/ 8 SF units	7,000 s.f.	50	\$700 s.f./unit	25	20	7.5	35%	35
R-3 MF	16	20,000 s.f./complex	50 ft./ complex	500 s.f./unit*	50/ complex	50/complex	30/complex	50%	45
R-3: MH Park	8	5 acres	150 x 200	--	50	50	30	35% for all	35ft. for all
MH Park: SW	8	4,000 single wide	40	14 x 60	20	7.5	7.5		
MH Park: DW	8	5,500 dbl wide	55	28 x 60	20	7.5	7.5		
RV Park	10	5 acres	150 x 200	1,200 /site	25	15/25	15/25		
RV Park: MH	10	3,000 for MH	30	N/A	20	7.5	7.5		
RV Camp: RV	10	1,200 pull-thru RV	20 x 40	N/A	20	7.5	7.5		
RV Camp	10	3,000 Park Model R	30	500 sf	20	7.5	7.5		
C-1	--	--	50	300 s.f.	0	0	0	50%	35
C-1 SF	6	7,000 s.f.	50	1,100 s.f.	25	20	7.5	35%	35
C-1 MF	4	20,000 s.f.	70	800 s.f./unit	0	20	0	35%	35
C-2	--	10,000 s.f.	85	300 s.f.	25	30	10	50%	45
C-2 SF	6	7,000 s.f.	50	1,100 s.f.	25	30	10	35%	35
C-2 & C-3 MF	16	Dev. Site=5 ac. Bldg. =20,000 s.f.	70	800 s.f./unit	25	30	10	50%	45

District	Maximum Density (units/ac)	Minimum Lot Size (square feet)	Minimum Lot Width (feet)	Minimum Floor Area	Setbacks (in feet)			Maximum Lot Coverage	Maximum Bldg. Height (feet)
					Minimum	Side	Rear		
C-3	--	10,000 s.f.	85	300 s.f.	25	30	10	50%	45
C-3 SF	6	7,000 s.f.	50	1,100 s.f.	25	20	7.5	35%	35
C-3 MF	4	20,000 s.f.	70	800 s.f./unit	0	20	0	35%	35
C-4	--	7,000 s.f.	70	300 s.f.	0	0	0	50%	35
C-4 SF	6	7,000 s.f.	50	1,100 s.f.	25	20	7.5	35%	35
C-4 MF	16-4	20,000 s.f.	70	800 s.f./unit	0	20	0	50-35%	35
I-1	--	20,000 s.f.	100	300 s.f.	50	25	25/ 12.5**	50%	45
I-2	--	1 acre	150	300 s.f.	50	50	50	75%	45
PI	16	10,000 s.f.	85	300 s.f.	25	20	10	30%	45
PR	--	7,000 s.f.	70	300 s.f.	25	20	10	NA	35
PC	--	NA	NA	NA	NA	NA	NA	NA	NA
*PUJD	16	*	*	*	*	*	*	*	*

SF = Single family dwelling
SW = Single wide

MF = Multi family dwelling
DW = Double Wide

s.f. = square feet
MH=manufactured home

NA = Not Applicable
RV=recreational vehicle

*PUD: See text for regulations, Article 7, Section 7.04.00. **12.5' side yard setback applies in the I-1 zoning district in areas in which an I-1 property abuts another I-1 or I-2 zoned property.