



**CITY OF AVON PARK**  
Highlands County, Florida

**CITY COUNCIL REGULAR MEETING**  
**CITY COUNCIL CHAMBERS**  
123 E. Pine St., Avon Park, FL  
May 9, 2016 6:00 PM

**A. OPENING**

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

**B. CITIZENS/OUTSIDE AGENCIES**

6. Proclamation for Tobacco Free Florida Week. Avon Park High School.
7. Motion to declare National Police Week in accordance with the Sheriff's request
8. Proclamation: Community Action

**C. CONSENT AGENDA:**

10. Approve Minutes of April 25<sup>th</sup>, Regular City Council meeting
11. Appointment of Streets and Sanitation Superintendent Don Gordon to act as the City's Representative for the County RPAC and Heartland TPO.
12. Appointment of Jason Lister, Public Safety Director, to act as the City's Representative on the County's LMS Board.

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

13. Settlement of liens 1477 Melrose Dr.
14. Attorney discussion re: public assembly events
15. Attorney Evaluation and selection of private investigator.

**E. ADMINISTRATIVE:**

16. Ordinance 14-16 For Setting of Septage Rates and Special waste.  
**Second Reading with Public Hearing**
17. Inter local Agreement with Highlands County for Improvements to Durrah-Martin Sports Complex
18. Inter local Agreement with Highlands County and the Municipalities (Lake Placid, Sebring and Avon Park) for the purpose of division and distribution of the proceeds of the Six-Cent Local Option Fuel Tax.
19. Discussion on Brickell Building parking lot project and plans moving forward

20. Recommendation from auditor Selection Review Panel
21. Community Center Lease Agreement for Art Classes.

**F. 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.

**B-7**



# Highlands County Sheriff's Office

Sheriff Susan Benton

434 Fernleaf Avenue  
Sebring, Florida 33870  
863-402-7200  
www.highlandssheriff.org

B-7



April 15, 2016

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

Re: *National Police Week – May 15<sup>th</sup> thru May 21st, 2016*

By act of Congress, the week of May 15<sup>th</sup> is set aside as **National Police Week** and the day, May 15<sup>th</sup>, as **Peace Officers' Memorial Day**. There is no other day legally determined to honor this profession by federal law.

A "Salute to Peace Officers" will take place **Monday May 16, 2016** at the Highlands County Government Center. At this time we will be paying tribute to officers who have fallen in the line of duty during the year 2015. We would like to invite you and your staff to attend.

We offer this memorial to remind our community that every two days, somewhere in our nation, an officer will be killed in the line of duty. During Police Week, we ask that blue ribbons be flown from vehicle antennas to honor our Peace Officers.

If you have any questions, please feel free to contact me at 402-7206 or by email at [clritenour@highlandssheriff.org](mailto:clritenour@highlandssheriff.org). Look forward to seeing you there.

Sincerely,

A handwritten signature in blue ink that reads "Cindy Ritenour".

Cindy Ritenour  
Law Enforcement Bureau  
Administrative Aide



**Peace Officers' Memorial Day Ceremony  
Monday May 16, 2016 9:00am  
Government Center Boardroom  
600 S. Commerce Ave.  
Sebring, FL 33870**



Presentation of Colors with Bagpipes - **Bob Campbell**

Posting of Colors - **Honor Guard**

OF Presentation of Wreath - **US Military Veteran Motorcycle Club**

Pledge – **Captain James P. Fane**

Invocation – **HCSO Chaplain William Trucano Jr.**

Facilitator – **Chief Deputy Mark C. Schrader**

Reading of the poem – **George Ridenour**

Speaker – **Curtis Ivy - Director, SFSC Criminal Justice Academy**

Roll Call, Line of Duty Deaths in Florida, 2015 – **Sebring Police Chief Tom Dettman**

Salute to Our Fallen Comrades – **Slide Show**

21 Gun Salute - **Sebring VFW**

Taps- **Sebring VFW**

Benediction - **HCSO Chaplain Allen Altvater**

Retirement of Colors with Bag Pipes - **Honor Guard & Bob Campbell**



**B-8**

B 8

## Community Action

### Proclamation

**WHEREAS**, Community Action Agencies were created when the Economic Opportunity Act of 1964 was signed into law; and

**WHEREAS**, Community Action Agencies have a 50-year history of promoting self-sufficiency for the limited income; and

**WHEREAS**, Community Action Agencies have made an essential contribution to individuals and families in Florida by providing them with innovative and cost-effective programs; and

**WHEREAS**, Community Action Agencies are needed as a major participants in the reform of welfare system as we know it; and

**WHEREAS**, welfare reform in Florida has benefited from the state's partnership with community action agencies; and

**WHEREAS**, the limited income continue to need opportunities to improve their lives and their living conditions, thus ensuring that all citizens are able to live in dignity; and

**WHEREAS**, Florida and the entire United States must continue to promote economic security by providing support and opportunities for all citizens in need of assistance;

In honor of Community Action, NOW, THEREFORE, I, Sharon Schuler, Mayor of Avon Park, Florida, do hereby proclaim May 2016 as

### COMMUNITY ACTION MONTH

in Avon Park, Florida in recognition of the hard work and dedication of Avon Park's Community Action agencies.

IN TESTIMONY WHEREAS, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Avon Park, in Avon Park, Florida on this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Sharon Schuler



**Deloris C. Johnson**  
Chief Executive Officer

**Corporate Office:**  
300 Lynchburg Road  
Lake Alfred, Florida 33850-2576  
(863) 956-3491  
Toll Free: 1 (800) 330-3491  
Fax: (863) 956-3357  
E-Mail: admin@alpi.org

**ADMINISTRATION AND PROGRAM OPERATIONS SERVICES DIVISION**

**ADMINISTRATION SERVICES**  
Budget & Finance  
Human Resources  
Operations and Quality Control  
IT/Computer Support & Marketing

**COMMUNITY & ECONOMIC DEVELOPMENT SERVICES DIVISION**

**CSBG Services**  
Service Areas: Polk, Highlands and Hendry Counties

**Farmworker Emergency Services**  
Service Areas: Statewide

**LIHEAP Services**  
Service Areas: Polk, Collier, Glades, Hendry, Highlands, Martin, and St. Lucie Counties

**Housing Counseling Services**  
Service Area: Polk County

**Training and Employment Services**  
Service Area: Volusia County

**ALPI Technical Education Center**  
Service Area: Volusia County

**CHILD DEVELOPMENT & FAMILY SERVICES DIVISION**

**Head Start Services**  
Service Areas: Polk (Frostproof) and St. Lucie Counties

**Early Head Start Services**  
Service Areas: Polk and St. Lucie Counties

**Child Care**  
Service Areas: Polk and St. Lucie Counties

**Child Care Food**  
Service Areas: Polk (Frostproof) and St. Lucie Counties

**Eastern Region Administration Office:**

720 Delaware Avenue, Suite J  
Ft. Pierce, FL 34950  
(772) 466-2631  
Toll Free: 1 (800) 791-3099  
Fax: (772) 464-3035



April 27, 2016

Mayor Sharon Schuler  
110 E. Main St.  
Avon Park, FL 33825

Re: Proclamation

Dear Mayor Schuler,

The month of May is Community Action month. As the Community Action Agency in your area, we are enclosing a proclamation for your consideration.

If you have any questions regarding the proclamation please call our CSBG Economic Development Director Pa Houa Lee-Yang, at 863-956-3491 ext. 218 or email her at [pyang@alpi.org](mailto:pyang@alpi.org).

I thank you for your time and consideration.

Sincerely,

Deloris Johnson  
Chief Executive Officer

PROGRAMS AND SERVICES ARE FUNDED IN PART BY:



City of Ft. Pierce, County of St. Lucie, Department of Education (Adult Migrant Division), Florida Department of Health, Early Learning Coalition of Polk County, Florida Non-Profit Housing, Inc., Polk County School Board, St. Lucie County School Board and Early Learning Coalition of St. Lucie County, Inc.

**THE AGRICULTURAL AND LABOR PROGRAM, INC. — PROVIDING A CONSTANT FLOW OF COMMUNITY SERVICES SINCE 1968**  
AN EQUAL OPPORTUNITY EMPLOYER

**C-10**

C10

**CITY COUNCIL REGULAR MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**April 25, 2016**

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

**Members Absent:** None

**Others Present:** City Manager Julian Deleon, Acting City Clerk Bonnie Barwick, City Attorney Gerald Buhr, Labor Attorney Brian Koji, Kyle Lynn, of Sebring Computers, Members of the press and audience.

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

Mayor Sharon Schuler stated at the beginning of the meeting at no time did she say anything derogatory or make any derogatory remarks.

**C-10: Consent Agenda**

City Manager Julian Deleon presented the consent agenda.

Minutes of April 8, 2016 Special Council Meeting.

Minutes of April 11, 2016 Regular Council Meeting.

Approval of nomination by Mayor Schuler for the reappointment of Robert Flores and appointment of Craig Marans to the Avon Park Fire Pensions Board.

Budget Adjustment Replacement of Fencing at MLK Complex.

**Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve consent agenda as presented by City Manager Julian Deleon. Motion passed unanimously.

**Resolution 16-13: Amending legal description to Annexation Ordinance 16-13:**

Attorney Gerald Buhr read the Resolution into the record. City Manager Julian Deleon explained the reason for the Resolution.

**Motion** by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Resolution 16-13 as read. Motion passed unanimously.

**Authorization to design T-Hangar Demolition and Relocation by Amherst.**

City Manager stated that this project was 100% funded by FDOT Airport Grant. He also explained that it would take approximately 12 months to complete the project.

**Motion** made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to authorize Amherst to design T-Hangar Demolition and Relocation. Motion passed unanimously.

**CEI Inspections for CBG Southside Streetscape.**

A. **Cool and Cobb Engineering \$11,500.00**

B. **Polston Engineering \$ 8,000.00 (estimate)**

Councilman Terry Heston asked if both of the bids were estimates, and were they looking at change orders.

City Manager Julian Deleon stated that he felt were both estimates because on a project like this, there were more than likely to be change orders, because they never knew what emergencies they were going to run into. After discussion between the Council Members

**Motion** made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to accept the bid from Polston Engineering in the amount of \$8,000.00. Motion carried unanimously.

Mayor Schuler stated that she would like to move the next order of business regarding the City up.

**Resolution 16-14 Boat Dock Grant Application:**

Attorney Gerald Buhr read the title of the Resolution into the record. City Manager explained the Resolution and stated that it would name Public Safety Director Jason Lister as project manager.

**Motion** Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve Resolution 16-14 as read. Motion passed unanimously.

**Highlands County NAACP:**

Joe Al Hinson, President of Highlands County NAACP passed a letter out to the Council Members. There was one letter attached to the agenda and Mr. Hinson passed out another letter at the meeting. He explained that he had never heard the Mayor use any derogatory remarks regarding any one in the City. But because there were so many different stories circulating regarding the October 14, 2015 Special Council Meeting, he was asking for a full investigation. There was a lot of discussion regarding the "lost" tape of the meeting, or the altered tape of the meeting, that they wanted to know who altered, who lost it. Several citizens addressed the Council regarding this issue. All Citizens stated that at no time had any of them heard the Mayor say any derogatory remarks against anyone. It was asked who was in charge of the public records request, and the City Manager Julian Deleon stated that the City Clerk was in charge of any public records request. Kyle Lynn from Sebring Computers was there and answered questions regarding downloading the std card and putting the information on DVD's He stated that he was asked to what was on the tape after the gavel had sounded and the meeting was over. City Attorney Gerald Buhr stated that he was asked what could be deleted from a public meeting tape, and he replied that after the meeting had been closed, if any of the conversation was not relevant to City Business, it could be deleted. It was his understanding that the tape contained unfavorable shots of the City Clerk that was close up and she felt it was unbecoming to her.

After several citizens spoke and questioned Kyle Lynn and the City Manager, Kyle explained that there were two copies of the tape. One that was unaltered or the original, and the other one that the end was deleted. After much discussion, he was asked to play the end of the tape that was unaltered. He stated he had loaded it onto a laptop. He played the end of the tape, and no one could hear any derogatory remarks or any unfavorable shots. After further discussion,

**Motion** made by Deputy Mayor Brenda Giles to ask City Attorney Gerald Buhr to recommend and independent investigator to look into if there were any derogatory statements made and why there were so many different stories told regarding the issue of the public records request. Seconded by Councilman Terry Heston. Motion passed unanimously.

City Attorney Gerald Buhr stated that he would recommend investigators.

**City Manager Employment Agreement Discussion:**

Councilman Parke Sutherland stated that he had asked the City Clerk to put this on the agenda. Councilman Sutherland brought up 5 items of concerns. Some of the items were over 5 months old. City Manager stated he felt that all this was retaliatory because of the firing of his wife, Maria Sutherland. Members of the audience spoke both for and against City Manager Julian Deleon.

After much discussion between the audience and the Council Members

**Motion** was made by Councilman Parke Sutherland, Seconded by Mayor Sharon Schuler to pay City Manager Julian Deleon his severance and let him leave the City. The motion was defeated by 3 to 2 with Councilman Terry Heston, Councilperson Dora Smith and Deputy Mayor Brenda Giles voting no.

Meeting was adjourned at 9:30 PM

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Bonnie Barwick Acting City Clerk

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Sharon Schuler, Mayor

**C-111**

**Bonnie Barwick**

C-11 & C12

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**From:** Julian Deleon  
**Sent:** Thursday, April 28, 2016 9:45 PM  
**To:** Bonnie Barwick  
**Cc:** Donald Gordon; Jimmy Runner; Jason Lister  
**Subject:** City council agenda

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Bonnie,

Under the consent agenda, can you add the following items:

Appointment of streets and sanitation superintendent Don Gordon to act as the cities representative and county RPAC, and heartland TPO.

Appointment of Jason Lister, Public Safety Director to act in the county LMS board.

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

**D-13**

**Bonnie Barwick**

D.13

**From:** Julian Deleon  
**Sent:** Tuesday, May 03, 2016 12:59 PM  
**To:** Bonnie Barwick  
**Cc:** Parke Sutherland; Gerald T. Buhr  
**Subject:** agenda item for City Council  
**Attachments:** Marsh Est Melrose Agr877.pdf

Bonnie,

Please include the attached file and this email as part of the agenda.

**Settlement for 1477 Melrose Drive**

**Recommendation:** Discussion

**Background:** The attached document was prepared by Attorney Lanier. The City Attorney will provide a final copy at the meeting.

AGREEMENT

~~\_\_\_\_\_ DRAFT \_\_\_\_\_~~

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **CITY OF AVON PARK, a Florida Municipal Corporation, 110 East Main Street, Avon Park, Florida (City), and CARLA RENEE BENNETT, Personal Representative of the estate of David L. Marsh, Deceased, 601 West Main Street, Avon Park, Florida (Estate);**

**WITNESS:**

WHEREAS City has imposed a Code Enforcement Lien upon property in Avon Park located at 1477 Melrose Drive in excess of \$31,000.00 recorded in Official Records Book 2416, Page 1526, Public records of Highlands County, Florida, and:

WHEREAS Estate holds a mortgage encumbering the said property which Estate has declared to be in default of payment and subject to foreclosure, and;

WHEREAS a foreclosure of the mortgage is not practical as payment of the Code Enforcement Lien, repairs and costs of foreclosure are far in excess of the value of the property; and,

WHEREAS Estate has requested City to waive the above described Code Enforcement Lien and City has agreed to the same under certain conditions;

**THEREFORE:** in consideration of the mutual agreements herein contained the parties agree as follows:

Within a period of six months from the date of this Agreement, should Estate file an action of foreclosure upon the property described as 1477 Melrose Dr., Avon Park, Florida and be the successful bidder on foreclosure sale, the City will release all code enforcement liens upon the said property upon the following conditions:

a. Estate will pay to City the sum of \$ \_\_\_\_\_ representing a percentage of the liens required for release.

b. Within the said six month period Estate will cause repairs to be made to the subject property to bring the property into substantial compliance with City Code Enforcement Requirements

In Witness Whereof the Parties have signed this Agreement the day and year first above mentioned.

Witness

\_\_\_\_\_

\_\_\_\_\_

CITY OF AVON PARK

By: \_\_\_\_\_

\_\_\_\_\_  
Carla Renee Bennett,  
Personal Representative,  
David L. Marsh Estate

**E-16**

E 16

ORDINANCE NO. 14-16

**AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING THE CITY CODE, SECTION 98-241. - SPECIAL AGREEMENTS FOR NORMAL DOMESTIC SEWAGE CHARACTERISTICS, ADDING A PROVISION TO PROVIDE FOR THE COUNCIL ESTABLISHING A BASE RATE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING A REPEALER; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council, with the advice of the city manager, a professional engineer, finds that much of the septage treated and disposed of as special wastes are domestic septage and capable of being fairly estimated as to the actual cost of treatment and disposal; and

WHEREAS, in order to establish a fair and consistent charge for treatment and disposal of special wastes brought in by trucks and characterized as mostly residential septage, the Council hereby amends the code to provide for a standard base rate for such wastes; and,

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

Additions to the City Code are shown by underline and redline, and deletions are shown by ~~strikethrough~~.

**Section 1. Section 98-241 of the Code of Ordinances of the City of Avon Park, Florida is hereby amended to read as follows:**

Sec. 98-241. - Special agreements; normal domestic sewage characteristics.

(a) Nothing in this division shall restrict the city council's authority to modify sewer charges, upon the approval of the city's professional engineers, by special contractual agreement to serve institutional, commercial or industrial users connected to the sewer system whose regular water consumption, upon which the sewer service charge would normally be based, exceeds or is expected to exceed 200,000 gallons monthly.

(b) By special contractual agreement, the city council may reduce its sewer service charges to users connected to the sewer system contributing industrial wastes abnormally below strength in comparison with normal domestic sewage. Similarly, the council may impose a surcharge above scheduled rates set forth in this division for industrial waste discharges into the municipal sanitary sewer system which are abnormally high in strength in comparison with normal domestic sewage. Such rate reduction or surcharge may be effected regardless of the daily or monthly volume of such wastes, with the approval of the city's consulting engineers.

(c) By special contractual agreement, the city council may establish special rates and charges for special wastes brought into the wastewater treatment plant or periodically discharged at agreed locations within the system, including without limitation, septage, wastewater treatment residuals, sludge, grease, grit, wastewater treatment plant effluent, raw sewage. The City Council hereby establishes the initial base rate \$.06 per gallon for common residential septage and other wastes not anticipated to substantially exceed the biochemical oxygen demand or total suspended solids of residential septage. The City Council may, by resolution, amend such base rate based on advice of a professional engineer as to the estimated cost of treatment and disposal of such wastes. The rates and charges may take into consideration the relevant strength of the wastes; the difficulty in treatment; special handling, inspections and testing; risk to treatment system; and professional engineer consultation utilized. The rates and charges shall be established by city staff with the advice of a professional engineer.

(d) For the purpose of the provisions of subsections (a), (b) and (c) of this section, normal domestic sewage shall be considered to have a biochemical oxygen demand (five days at 20 degrees Celsius) and/or suspended solids content within a range of 100 to 250 parts per million. Adjustment of rates for industrial waste discharges will be considered only if the biochemical oxygen demand and/or suspended solids content of such wastes falls outside such strength range.

**Section 2. 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. Section numbering may be revised, if necessary, to fit the Code.

**Section 3. Effective Date.** This Ordinance shall become effective upon passage.

This Ordinance was read for the first time at the regular  special  session of the City Council held on 4-11-2016. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Schuler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner/ Deputy Mayor Giles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Sutherland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Smith	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The final reading was held on the 9<sup>th</sup> day of MAY, at a regular  special  session of the City Council, and this Ordinance was adopted  rejected . The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Commissioner Sutherland**  
**Commissioner Smith**

(Seal)  
**ATTEST:**

**CITY OF AVON PARK, FLORIDA**

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**Maria Sutherland, City Clerk**

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**Sharon Schuler, Mayor**

**APPROVED AS TO FORM**

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**Gerald T. Buhr, City Attorney**

**MEETINGS & EVENTS**

**NOTICE OF PUBLIC HEARING FOR  
Public Hearing Notice, City of Avon Park City  
Council**

Completed May  
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Please take notice the City of Avon Park City Council will conduct the final reading of Ordinance 14-16 at their regular meeting on Monday, May 9, 2016 at 6:00PM or shortly thereafter, in the City Hall Council Chambers located at, 123 E. Pine Street, Avon Park, FL 33825. Public comments will be heard during the discussion of this agenda item. Copies of the ordinance are available from the City Manager's office, City Hall, 110 E. Main Street, Avon Park, FL 33825.

**ORDINANCE NO. 14-16**

**AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING THE CITY CODE, SECTION 98-241. - SPECIAL AGREEMENTS FOR NORMAL DOMESTIC SEWAGE CHARACTERISTICS, ADDING A PROVISION TO PROVIDE FOR THE COUNCIL ESTABLISHING A BASE RATE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING A REPEALER; PROVIDING FOR AN EFFECTIVE DATE.**

Interested persons can appear and be heard on this matter at the Council Meeting by attending the meeting and signing the request form. Copies of background materials may be reviewed or obtained at the office of the City Clerk, M-F, 8:00 AM to 5:00 PM at 110 East Main Street, Avon Park, FL 33825.

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

#6815 04/21/2016

This notice is to advise the public of a change from

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**E-17**

E17

**INTERLOCAL AGREEMENT  
BETWEEN HIGHLANDS COUNTY  
AND THE  
CITY OF AVON PARK  
FOR  
IMPROVEMENTS TO THE DURRAH-MARTIN SPORTS COMPLEX**

This Interlocal Agreement (herein referred to as the "Interlocal Agreement") is made by and between **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (herein referred to as the "COUNTY") and the **CITY OF AVON PARK**, a Florida municipal corporation, 110 East Main Street, Avon Park, Florida, 33825 (hereinafter referred to as the "CITY"),

For and in consideration of the mutual covenants and conditions contained herein, the COUNTY and the CITY hereby agree as follows:

1. The purpose of this Interlocal Agreement is to provide for cooperative funding for improvements to the parking areas, partial fence replacement, installation of ADA compliant sidewalks, and new lighting for the Durrah-Martin sports complex in Avon Park, Florida (herein referred to as the "Project").
2. The parties agree that the CITY shall be responsible for all bidding, contracting and supervision of the Project. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature.
3. The COUNTY agrees to reimburse the CITY up to \$216,023.00 of the verifiable costs for capital purchases of the Project, in infrastructure funds set aside for recreation and shall have no obligation to pay any costs beyond this maximum amount. The CITY shall be the lead party to this Interlocal Agreement and shall pay all Project costs prior to requesting reimbursement from the COUNTY. The CITY and COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure in excess of \$216,023.00, or for any expenditures which are not for infrastructure as defined in Section 212.055(2), Florida Statutes.
4. The CITY agrees to save and hold the COUNTY, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the CITY's obligations contained herein to bid, contract and supervise the Project. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
5. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.

6. The CITY is responsible for obtaining all permits, licenses, agreements, leases, etc. required for the Project.
7. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.
8. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.
9. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.
10. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.
11. This Interlocal Agreement has been executed pursuant Section 163.01, Florida Statutes.
12. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto and attached to the original of this Interlocal Agreement.
13. This Interlocal Agreement is binding upon the parties, their successors and assigns.
14. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement, including the operation or maintenance duties related to the Project, without the written consent of the other party.
15. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.
16. The CITY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY shall:

1. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.

2. Require all contractors and subcontractors working on behalf of the CITY on projects that will be submitted for reimbursement pursuant to this Interlocal Agreement to: (i) include, and to require the inclusion of, this paragraph 16, substituting the name of the contractor or subcontractor for the word CITY, in each contract and subcontract for work that will be submitted for payment reimbursement pursuant to this Interlocal Agreement and (ii) supply to the City of Avon Park documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.

17. Upon the occurrence of any event of default by the CITY, all obligations on the part of the COUNTY to make any further payments of funds pursuant to this Interlocal Agreement shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

18. This Interlocal Agreement expires 24 months from date of execution. Any financial obligations on the part of the COUNTY shall become null and void upon the date of expiration and any unexpended COUNTY funds shall revert back into the appropriate infrastructure account.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**HIGHLANDS COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
James L. Brooks, Chairman

Attest:

\_\_\_\_\_  
Robert W. Germaine, Clerk of Court

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Ross Macbeth, County Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**CITY OF AVON PARK**

By: \_\_\_\_\_  
Sharon Schuler, Mayor

Attest:

\_\_\_\_\_  
CITY Clerk

LEGAL REVIEW: APPROVED AS TO FORM:

\_\_\_\_\_  
Gerald Burh, CITY Attorney

**E-18**

INTERLOCAL AGREEMENT

E 18

THIS IS AN AGREEMENT between HIGHLANDS COUNTY (hereinafter referred to as "COUNTY"), a political subdivision of the State of Florida, and the CITY OF AVON PARK, the TOWN OF LAKE PLACID, and the CITY OF SEBRING (hereinafter collectively referred to as the "MUNICIPALITIES"), each of which is a Florida municipal corporation, for the purpose of providing for the division and distribution of the proceeds of the Six-Cent Local Option Fuel Tax (hereinafter referred to as "Fuel Tax") to be imposed by paragraph (5) of subsection (b) of Section 9-1 of Article I of Chapter 9 of the Code of Ordinances Highlands County, Florida.

In consideration of the premises and pursuant to the authorization of Section 336.025, Florida Statutes, the COUNTY and the MUNICIPALITIES agree that:

1. The MUNICIPALITIES are located in the COUNTY, and the MUNICIPALITIES represent that the MUNICIPALITIES are eligible to receive a portion of the Fuel Tax.
2. The Fuel Tax will be divided among, and distributed to, the COUNTY and the eligible municipalities in the COUNTY as follows:

<u>Recipient</u>	<u>Share of Proceeds</u>
Avon Park	8.40229%
Sebring	8.23823%
Lake Placid	2.01211%
COUNTY	81.34737%

3. This Interlocal Agreement, for the purposes of Section 336.025, Florida Statutes, and all other purposes, constitutes an agreement between the COUNTY and the MUNICIPALITIES located therein representing a majority of the incorporated area population within the COUNTY.
4. This Interlocal Agreement for Fuel Tax will be in effect from September 1, 2016, to December 31, 2045, both inclusive. It will also govern the division and distribution of proceeds of the Fuel Tax imposed pursuant to Section 9-1(b)(5) of the Code of Ordinances, Highlands County, Florida, through December 31, 2045, but shall be proportionally re-calculated as of January 1, 2021, and every five (5) years thereafter based on a periodic review of the method of distribution of the Fuel Tax revenues. Any proportional re-calculation shall be based on the transportation expenditures of the COUNTY and each of the eligible municipalities for the immediately preceding five (5) calendar years as a proportion of the sum total of transportation expenditures of the COUNTY and all eligible municipalities within the COUNTY during that time period.
5. This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Highlands County, Florida, prior to the effective date.
6. This Interlocal Agreement shall take effect on September 1, 2016.

IN WITNESS WHEREOF, the COUNTY and MUNICIPALITIES have approved this Interlocal Agreement and caused it to be signed by their duly authorized officials on the dates stated below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF AVON PARK**, a Florida  
municipal corporation

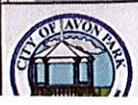
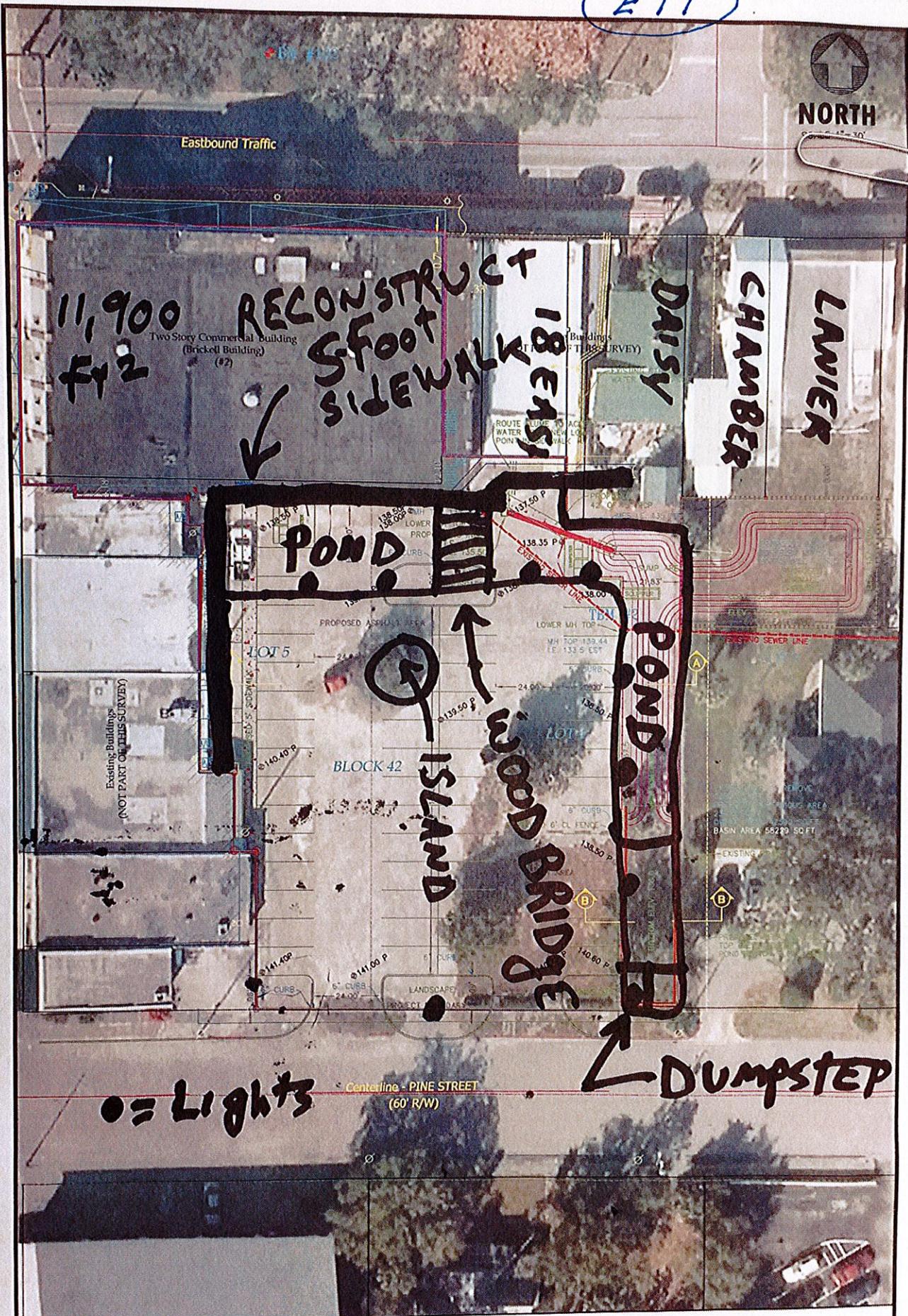
Attest: \_\_\_\_\_  
Julian Deleon, City Manager

By: \_\_\_\_\_  
Sharon Schuler, Mayor



**E-19**

E 19



CITY OF AVON PARK  
JULIAN C. DELEON, P.E. #67319  
110 E. MAIN STREET  
AVON PARK, FL 33825

CITY OF AVON PARK  
BRICKELL BUILDING PARKING LOT MODIFICATIONS  
PROPOSED SITE PLAN

DATE: 11/24/2015

**E-21**

**Bonnie Barwick**

E 21

**From:** Thomas, Gaylin [Gaylin.Thomas@southflorida.edu]  
**Sent:** Wednesday, April 27, 2016 12:49 PM  
**To:** Julian Deleon  
**Cc:** Bonnie Barwick  
**Subject:** RE: Agenda Item for April 25, 2016 Meeting

Good afternoon, Julian,

Thank you for your inquiry and your thoughts – as you can probably tell, that proposal is still a work in progress. As Vice President of the Heartland Cultural Alliance, I would love to hear your thoughts about the direction Heartland Cultural Alliance is wanting to go in Avon Park, and as Chair of the Main Street CRA Committee, it would be helpful to have your insight into issues that the Main Street CRA may be able to address. I like to brainstorm and bounce ideas around, so I would love to hear your ideas, as you have proven your ability to be a creative thinker and visionary.

To answer your questions:

- The proposal for Expanded Facility Use of the Avon Park Community Center should be placed on the agenda of the Main Street CRA meeting next Thursday for review by the Advisory committee. I plan to send additional documents to accompany it before Bonnie sends out the agenda.
- We will take pictures of areas the HCA wants reserved and send them to you, along with a floor plan.

My question:

If it is recommended by the advisory committee, will the City Council be able to act on it at the regular City Council meeting Monday, May 9, or will they have to wait for the regular CRA/City Council meeting May 23?

Other issues regarding the CRA:

What are your thoughts about replacing Maia's staff assistant position? Do we want to put that recommendation on the agenda next Thursday? Some of the duties Maia can do remotely, but others need to be done with boots on the ground. The following are some of things that come to mind:

- Create and distribute the newsletter
- Act as a liaison with City officials
- Interact with downtown business people
- Process agendas and minutes of meetings
- Process documents for CRA grant applications

The Advisory committee also would like to meet with the Brickell Building committee and have an update on their progress. They would need to be invited and the item placed on the agenda.

Thank you again for the email and please let me know if I could meet with you in the near future.  
Gaylin

**Gaylin Thomas**

Grants and Programs Specialist  
Division of Applied Sciences & Technologies  
PHONE: 863-784-7238 | Cell: 863-414-1578

South Florida State College  
600 West College Drive  
Avon Park, FL 33825  
<http://www.southflorida.edu>

**From:** Julian Deleon [mailto:jdeleon@avonpark.cc]  
**Sent:** Tuesday, April 26, 2016 10:23 PM  
**To:** Thomas, Gaylin <Gaylin.Thomas@southflorida.edu>

# City of Avon Park Community Center Rental Contract

This agreement grants Heartland Cultural Alliance, Inc. use of the downstairs portions of the community center as delineated below for cultural classes and activities for the period of May 1, 2016 through September 30, 2016. Classes and activities will be conducted and contained in the peripheral rooms formerly used for storage and office space. Rental of the downstairs for events would not be affected.

Participants may include

- Adults & Children
- Daytime & Evening

Alcohol will be served in some instances.

Rental Charge (per fee schedule) \$ \_\_\_\_\_

No additional insurance required.

TOTAL RENTAL FEE \$ \_\_\_\_\_

Charge to Main Street CRA \$ \_\_\_\_\_

RENTAL DEPOSIT WAIVED

Date Paid \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

Use of the facility is for said purpose only. It is understood that all areas will be returned to their original conditional immediately after use of the facility.

I have read the Policy and Agreement and agree to the conditions:

\_\_\_\_\_

Completed by (City Staff)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Renter: Heartland Cultural Alliance

Fred Leavitt, President

Address: 9205 Bridle Path, Sebring, FL 33875

Cell Phone: 863-991-2550

Home Phone: 863-402-8238